



MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, MAY 16, 2023, 5:30 P.M.

REGULAR MEETING

CALL TO ORDER

INVOCATION – *Wayne Vest, County Manager*

PLEDGE OF ALLEGIANCE – *Misty Leland, County Attorney*

I. PUBLIC COMMENT PERIOD (*Procedures are attached to agenda.*)

II. ADDITIONAL AGENDA

CHAIRMAN – *Does any Commissioner have a conflict of interest concerning agenda items the Board will address in this meeting?*

III. APPROVAL OF CONSENT AGENDA

All items listed below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.

- A. Minutes: May 2, 2023, Regular Meeting
- B. Tax Releases/Refunds – April 2023
- C. Budget Amendments
- D. Budget Amendment & Project Ordinance Revision No. 9 for Solid Waste Improvement Capital Project (Fund 435)
- E. Wellness Works Contract Amendment No. 1
- F. Board Order – Special Use Permit: Tough Stump Technologies, LLC
- G. DOT Acquisition of Right-of-Way at 1036 Carriage Oaks Drive
- H. DOT Acquisition of Right-of-Way at 302 Monroe Street
- I. Supplemental Bond Order and Resolution to Proceed with Interim Financing for the Construction of Vass Sewer Phase 2 Project for Contract 3

IV. RECOGNITIONS

V. PRESENTATIONS

- A. Administration – FY24 Recommended Budget (*Wayne Vest, County Manager*)
- B. Proposed New Charter School: Highlands Charter Academy (*Karen Manning, Caleb Criscoe, Deborah Lawson*)

VI. PUBLIC HEARINGS

- A. Public Hearing/Planning – Text Amendments to the Unified Development Ordinance: Freight Terminals (*Debra Ensminger, Planning Director*)
- B. Call to Public Hearing/Administration – FY24 Recommended Budget (*Wayne Vest, County Manager*)

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. Human Resources – Request for Approval of Addition of Foreign Language Interpreter Positions to the Position Classification and Pay Plan (*Dawn Gilbert, Human Resources Director / Matt Garner, Interim Health Director*)
- B. Public Works – Request for Approval of Dump Truck Purchase Contract (*Randy Gould, Public Works Director*)
- C. Public Works – Request for Approval of Amendment No. 1 to Contract with Polytec, Inc. for Lime Slurry (*Randy Gould, Public Works Director*)
- D. Public Works – Request for Approval of Amendment No. 7 to McGill Associates Contract for Vass Phase 2 Wastewater Collection System Expansion Project (*Randy Gould, Public Works Director*)
- E. Administration – Request for Approval of Amendment No. 6 to Contract with Moseley Architects for Court Facility Project – Connector Road (*Rich Smith, Capital Projects Manager*)
- F. Administration – Request for Approval of Amendment No. 7 to Contract with Moseley Architects for Court Facility Project – Interior Design (*Rich Smith, Capital Projects Manager*)
- G. Administration – Request for Approval of Land Swap with Village of Pinehurst (*Wayne Vest, County Manager*)

IX. APPOINTMENTS

- A. Animal Cruelty Investigator
- B. Board of Equalization and Review

X. ADDITIONAL AGENDA

XI. MANAGER’S REPORT

XII. COMMISSIONERS’ COMMENTS

XIII. CLOSED SESSION – if necessary

ADJOURNMENT

UPCOMING MEETINGS:

- **Transportation Advisory Board**, Wednesday, May 17, 3:00pm (*Quis*)
- **Opioid Task Force/R & R Committee**, Thursday, May 18, 4:00pm (*Quis /Ritter*)
- **Memorial Day Holiday**, County Offices Closed, Monday, May 29
- **Pre-Agenda Meeting**, Wednesday, May 31, 9:30am (*Quis / Picerno*)
- **Regular Meeting**, Tuesday, June 6, 10:30am

PUBLIC COMMENT PROCEDURES
MOORE COUNTY BOARD OF COMMISSIONERS

The Moore County Board of Commissioners is committed to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government. In addition to public hearings, a special time is set aside for the purpose of receiving such comments and suggestions. All comments and suggestions addressed to the Board during the Public Comment Period shall be subject to the following procedures:

- 1. The Public Comment period will be held at the beginning of the Board meeting. The comment period will be limited to a maximum of thirty minutes.*
- 2. Persons who wish to address the Board during the Public Comment Period will register on a sign-up sheet available on the table outside the entrance door to the Commissioners' Meeting Room indicating contact information and topic. Sign-up sheets will be available beginning 30 minutes before the start of the meeting. No one will be allowed to have his/her name placed on the list by telephone request to County Staff.*
- 3. Each person signed up to speak will have three (3) minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period which may be yielded to him/her by another individual who has also signed up to speak on a particular topic.*
- 4. Speakers will be acknowledged by the Board Chairperson in the order in which their names appear on the sign-up sheet. Speakers will address the Board from the lectern at the front of the room and begin their remarks by stating their name and address.*
- 5. Public comment is not intended to require the Board to answer any impromptu questions. Speakers will address all comments to the Board as a whole and not one individual commissioner. Discussions between speakers and members of the audience will not be allowed.*
- 6. Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee of Moore County shall not be allowed. Speaker must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.*
- 7. Only one speaker will be acknowledged at a time. If the time period runs out before all persons who have signed up get to speak, those names will be carried over to the next Public Comment Period.*
- 8. Any applause will be held until the end of the Public Comment Period.*
- 9. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with the Clerk to the Board.*
- 10. Speakers shall not discuss any of the following: matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the Board; matters which are closed session matters, including but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition, matters which are made confidential by law; matters which are the subject of public hearings.*
- 11. Information sheets outlining the process for the public's participation in Board meetings will also be available in the rear of the Commissioner's Meeting Room.*
- 12. Action on items brought up during the Public Comment Period will be at the discretion of the Board.*

Adopted on the 5th day of March 2007 by a 5 to 0 vote of the Moore County Board of Commissioners.

Revised on the 7th day of April 2015.

Revised on the 7th day of February 2017.



III.A.
05/16/
2023

MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, MAY 2, 2023

REGULAR MEETING

The Moore County Board of Commissioners convened for a Regular Meeting at 10:30am, Tuesday, May 2, 2023, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina.

Commissioners Present:

Chairman Nick Picerno, Vice Chairman Frank Quis, Jim Von Canon, John Ritter, Kurt Cook

Chairman Picerno called the meeting to order. Pastor AJ Catucci of Grace Church offered the invocation and County Manager Wayne Vest led the Pledge of Allegiance. Chairman Picerno welcomed everyone.

PUBLIC COMMENT PERIOD

The following offered comments: Matthew Parker, Angela Vacek, Nick LaSala, John Misiaszek, Holly Jorgensen, Joanne LoSapio.

Chairman Picerno acknowledged that land use was a difficult subject and said the Board would be drafting people to assist (in the land use plan process).

Chairman Picerno asked whether any commissioner had a conflict of interest concerning agenda items the Board would address in the meeting and there was none.

CONSENT AGENDA

Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to approve the following consent agenda items:

Minutes: April 17, 2023, Special Meeting

Minutes: April 18, 2023, Regular Meeting

Budget Amendments

Local Educational Bonds – 2018 Bond Referendum – Revision 21

Project Budget Ordinance and Resolution Revision #1 for Airport Project #36244.57.13.1

Resolution Accepting Final High Offer to Purchase LRK # 00025947

Resolution Accepting Final High Offer to Purchase LRK # 00025948

Fiscal Year 2024 Regular Meeting Schedule for the Board of Commissioners

Transource Contract for Purchase of Roll-off Truck
Vass Phase 2 Pipe Procurement for Contract 3 Notice of Award
GREAT Grant Agreement

The budget amendments, bond referendum revision, Airport project budget ordinance and resolution, resolution accepting the offer for LRK #00025947, resolution accepting the offer for LRK #00025948, and FY24 meeting schedule resolution are hereby incorporated as a part of these minutes by attachment as Appendices A, B, C, D, E, and F, respectively.

RECOGNITIONS

Foster Parent Appreciation Month

Upon introduction by Social Worker Kim Cherry, Ms. Jaclyn Feeney, Moore County foster parent, read a proposed proclamation declaring May as Foster Parent Appreciation Month. Upon motion made by Commissioner Ritter, seconded by Commissioner Von Canon, the Board voted 5-0 to proclaim May as Foster Parent Appreciation Month in Moore County. The proclamation is hereby incorporated as a part of these minutes by attachment as Appendix G.

PUBLIC HEARINGS

Call to Public Hearing/Planning – Text Amendments to the Unified Development Ordinance: Freight Terminals

Planning Director Debra Ensminger requested the Board call a public hearing to consider requested text amendments to the Unified Development Ordinance regarding freight terminals. Upon motion made by Commissioner Von Canon, seconded by Commissioner Ritter, the Board voted 5-0 to call for a public hearing on May 16, 2023, at 5:30pm to consider the request for the Unified Development Ordinance text amendments.

APPOINTMENTS

Foxfire Village Board of Adjustment ETJ

Upon motion made by Commissioner Quis, seconded by Commissioner Cook, the Board voted 5-0 to appoint Boyd London as an ETJ member of the Foxfire Village Board of Adjustment for a two-year term.

MANAGER'S REPORT

County Manager Wayne Vest informed the Board that the dedication ceremony for the Charters of Freedom was being planned for June 6.

Mr. Vest shared that the new inclusive playground equipment installation at the sports complex was progressing nicely.

Mr. Vest reviewed that another MPO meeting was held the previous day and Commissioner Quis and Planning Director Debra Ensminger were in attendance along with him. He shared that there was discussion regarding growth in the County and a timeline and it was to be determined who the lead planning agency would be for the new MPO. Commissioner Quis said once maps were decided they could be shared with each commissioner. He said they were trying to finalize everything by June 30 and the Board would need to vote to approve participation in the MPO.

Commissioner Cook noted that the new playground equipment was 100% accessible so every child could enjoy it.

COMMISSIONERS' COMMENTS

Chairman Picerno expressed his appreciation for foster parents.

ADJOURNMENT


There being no further business, upon motion made by Commissioner Quis, seconded by Commissioner Cook, the Board voted 5-0 to adjourn the May 2, 2023, Regular Meeting of the Moore County Board of Commissioners at 11:00am.

Nick Picerno, Chairman

Laura M. Williams, Clerk to the Board

Agenda Item:
Meeting Date:

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gary E. Briggs, Tax Administrator
DATE: May 3, 2023
SUBJECT: Tax Releases/Refunds – Month of April 2023
PRESENTER: Gary Briggs 

AGENDA PLACEMENT: Consent Agenda

REQUEST:

10 real/personal/motor vehicle releases totaling \$4,404.87.
39 real/personal/motor vehicle relief-refunds totaling \$7,657.45.

125 releases/refunds of less than \$100 each totaling \$4,271.92 were sent to the County Finance Officer for approval.

BACKGROUND:

The records have been checked and these releases/refunds verified; therefore, the Tax Administrator is asking for approval of the release/refund requests. According to General Statute 105-381, a taxpayer who has paid his taxes may request a refund (in writing) for the amount that was paid or billed through error. Additionally, General Statute 105-330 allows for a refund/release of certain motor vehicle bills. The attached sheets give the information for the taxpayers' reasons for their release/refund requests.

IMPLEMENTATION PLAN:

Through month-end procedures and by Tax Department Staff.

FINANCIAL IMPACT STATEMENT:

Total - \$12,062.32 (breakdown attached)

RECOMMENDATION SUMMARY:

These release/refund requests are approved as shown on the attached sheets.

SUPPORTING ATTACHMENTS:

Release/Refund Requests
Resolutions

**REAL ESTATE / PERSONAL PROPERTY
RELEASES
OVER - \$100
April-23**

<u>BILL YEAR</u>	<u>BILL NUMBER</u>	<u>NAME</u>	<u>REASON</u>	<u>AMOUNT</u>
2022	86417	BROBECK, WESLEY ALAN	PERSONAL PROPERTY LOCATED IN ANOTHER STATE	\$611.51
2022	1000337	ESPOSITO, TIFFANY ARNOLD	NO GAP-VEHICLE IN ANOTHER STATE	\$158.46
2020	1001830	FRANCALANGIA, GIAN ROBERT	MILITARY	\$360.09
2022	87240	GANZ, ALEXANDER NATHANIEL	MILITARY	\$1,471.87
2022	1001258	GROSZ, ELLYN ELAINA	MILITARY	\$403.60
2022	85347	MARTINEZ, DANIEL RAY	MILITARY	\$218.41
2022	1000447	MCCLERAN, CHARLES BRANNEN	MILITARY	\$163.69
2022	1000432	NORFLEET, ERIC THOMAS	MILITARY	\$318.09
2022	87386	SKETCH, ROBERT LAWRENCE	MILITARY	\$291.92
2022	1000307	WIGER, MATTHEW TIMOTHY	MILITARY	\$407.23
TOTAL				\$4,404.87

VTS/REAL ESTATE/PERSONAL PROPERTY

RELIEF - REFUNDS

OVER - \$100

April-23

<u>Bill Year</u>	<u>Bill Number</u>	<u>Customer Name</u>	<u>Reason</u>	<u>Refund Amount</u>
2022	VTS - 0040082395	ACKER, RALPH JR & CHRISTINE	TAG SURRENDER	\$138.78
2021	VTS - 0057120806	AUGUSTINE, ANTHONY PATRICK	TAG SURRENDER	\$129.97
2022	VTS - 0068579495	BEAUPRE, RICHARD HERBERT	TAG SURRENDER	\$127.82
2021	VTS - 0063407208	BONNER, TRAVIS	MILITARY	\$425.64
2022	VTS - 0070954355	BURTON, LUKE GIDEON	TAG SURRENDER	\$140.16
2022	VTS - 0068219762	DARK, WILLIAM SAMUEL	EXEMPT - VETERAN	\$214.35
2022	VTS - 0051001588	DICKSON, RICHARD WARREN	TAG SURRENDER	\$116.49
2022	VTS - 0065325856	ELLIS, CRAIG ALLEN	TAG SURRENDER	\$152.16
2021	VTS - 0068123802	FAULKNER, NIGEL	TAG SURRENDER	\$206.12
2022	VTS - 0070514793	FEDDER, DAVID PETER	TAG SURRENDER	\$497.52
2020	1001830	FRANCALANGIA, ROBERT	MILITARY	\$113.33
2022	VTS - 0063380372	GARMAN, SAMUEL R	MILITARY	\$236.24
2022	VTS - 0063778267	GRACE, JEAN MARGARET	TAG SURRENDER	\$128.50
2022	VTS - 0045384750	GUTTRICH, BONNIE GLASS	TAG SURRENDER	\$191.43
2022	VTS - 0067644050	GUY, EVAN WAYNE	TAG SURRENDER	\$129.31
2022	VTS - 0034548406	HARTER, LAURENCE LUDLOW	TAG SURRENDER	\$116.64
2022	VTS - 0045290720	HATCHER, NELL HOWELL	TAG SURRENDER	\$166.11
2022	VTS - 0069614916	HAWTHORNE, JOHN ELLIS	TAG SURRENDER	\$212.12
2021	VTS - 0066238448	HUFF, STEPHEN LEONARD	TAG SURRENDER	\$127.68
2022	VTS - 0062203636	LINDSAY, LISA & JAMES	TAG SURRENDER	\$100.26
2022	VTS - 0071638414	LUU, SUSANNA	MILITARY	\$147.27
2022	VTS - 0063949115	MICHAEL LEACH INSURANCE AGENCY INC	TAG SURRENDER	\$285.26
2022	VTS - 0015932531	MILLER, DAVID & SANDRA	TAG SURRENDER	\$127.85
2022	VTS - 0055010609	MONDI, PHILIP GERARD	TAG SURRENDER	\$372.75
2021	VTS - 0066837552	PERHEALTH, JOHN WESLEY	PROCESSED IN ERROR	\$441.93

VTS/REAL ESTATE/PERSONAL PROPERTY

RELIEF - REFUNDS

OVER - \$100

April-23

<u>Bill Year</u>	<u>Bill Number</u>	<u>Customer Name</u>	<u>Reason</u>	<u>Refund Amount</u>
2022	VTS - 0066498080	POWERS, MICHAEL & GERALDINE	TAG SURRENDER	\$255.34
2022	VTS - 0059276198	REINHARDT, MATTHEW FRANCIS	TAG SURRENDER	\$138.12
2022	VTS - 0068817011	REYNOLDS, BARBARA & KERRICK, PAMELA	TAG SURRENDER	\$114.18
2022	VTS - 0068312145	RORIE, LEIGH FLINCHUM	TAG SURRENDER	\$313.09
2022	VTS - 0051836349	ROSSI, NICK JORDAN	MILITARY	\$169.93
2021	VTS - 0066928774	SZAREJKO, VICTOR PAUL	TAG SURRENDER	\$162.48
2022	VTS - 0058292149	THOMPSON, DAVID ALLEN	TAG SURRENDER	\$103.44
2022	VTS - 0070518954	TOWNE, DOUGLAS WILLIAM	TAG SURRENDER	\$393.15
2022	VTS - 0060168595	USSERY, MATT EUGENE	TAG SURRENDER	\$140.99
2022	VTS - 0070495717	WALL, JAMES DAVID	TAG SURRENDER	\$108.54
2022	VTS - 0068118018	WEBER, JASON & MIRANDA	TAG SURRENDER	\$245.09
2022	VTS - 0064040681	WHARTON, ROBERT JOHN	TAG SURRENDER	\$177.69
2022	VTS - 0057325985	WHEELER, JOHN CHARLES	TAG SURRENDER	\$123.17
2022	VTS - 0069519888	WHITE, BENJAMIN BRASWELL	TAG SURRENDER	\$166.55
TOTAL				\$7,657.45

**RESOLUTION AUTHORIZING AND APPROVING
(CURRENT) RELEASES AND REFUNDS BY THE
TAX ADMINISTRATOR**

WHEREAS, Gary E. Briggs, Moore County Tax Administrator, has certified a list comprised of various county taxes illegally levied and assessed, the amount certified as being in excess of the amount legally due by the taxpayer and therefore should be released or refunded in accordance with General Statute 105-381.

BE IT RESOLVED by the Board of Commissioners of Moore County that the taxpayers shown on said list of releases and refunds submitted by Gary E. Briggs, Tax Administrator, are hereby granted such tax release or refund of the county taxes shown and the County Finance Director is directed to make said refunds.

Adopted this the _____ day of _____, 2023.

Nick Picerno, Chairman

ATTEST:

Laura M. Williams
Clerk to the Board

**RESOLUTION AUTHORIZING AND APPROVING
(DELINQUENT) RELEASES AND REFUNDS BY THE
TAX ADMINISTRATOR**

WHEREAS, Gary E. Briggs, Moore County Tax Administrator, has certified a list comprised of delinquent taxes illegally due by the taxpayer and therefore should be released or refunded in accordance with General Statute 105-381.

BE IT RESOLVED by the Board of Commissioners of Moore County that the taxpayers shown on said list of releases and refunds submitted by Gary E. Briggs, Tax Administrator, are hereby granted such tax release or refund of the county taxes shown and the County Finance Director is directed to make said refunds.

Adopted this the _____ day of _____, 2023.

Nick Picerno, Chairman

ATTEST:

Laura M. Williams
Clerk to the Board

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director &
Chris Morgan, Assistant Finance Director

DATE: 05/08/2023

SUBJECT: Budget Amendments

PRESENTER: Caroline Xiong / Chris Morgan

REQUEST:

Approve the attached budget amendments and accept any grant funds awarded to the County associated with the budget amendment.

BACKGROUND:

The NC General Statutes provide for the County to make amendments to the budget during the fiscal year. The budget should be amended to reflect the changing financial opportunities and adjustments that occur after the budget is adopted. Attached are detailed explanations of each amendment. The amendments are:

	Department / Fund	Amount	Sources of Revenue	Justification	Journal
1.	Sheriff	\$8,400 increase	Off Duty Assignment	Funds paid by vendors requesting services from the Sheriff's office	110007
2.	Administration	\$2,000 increase	Donations	Charters of Freedom to include Flags, Flag Poles, etc.	110010
3.	Register of Deeds	\$400,000 increase	Fees Collected daily for Excise Tax	Increase both Revenue and Expense accounts to make remittance to the state	110011
4.	Property Management	\$22,131 increase	Insurance Reimbursement	Used for vehicle repairs for the county vehicles	110012

IMPLEMENTATION PLAN:

N/A

FINANCIAL IMPACT STATEMENT:

The overall effect is to increase/decrease the revenue and expenditures in the General Fund for \$432,531 and to authorize the County Manager to proceed with the amendments and any actions required as a result.

RECOMMENDATION SUMMARY:

Recommend a motion to approve the following budget amendments as stated and accept any grant funds awarded to the County associated with the budget amendment.

SUPPORTING ATTACHMENTS:

The following budget amendments and supporting information are attached:

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Sheriff - Off Duty Assignment

Revenue	10024005 30520 Off Duty Assignment	58,890	8,400	67,290
Expense	10019505 51205 Off Duty Assignment	58,890	8,400	67,290

Approved this _____ day of _____, 2023

Nick Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

110007

Budget Amendment Staff Report

Department:

Sheriff's Office

Increase or Decrease of Amount of Funding:

Increase to Off Duty Assignment Collections in the Sheriff's Office

Source(s) of Funding:

10024005 30520 Off Duty Assignment Revenue INCREASE \$8,400

10019505 51205 Off Duty Assignment Payroll Expense INCREASE \$8,400

Justification (please be specific):

Funds have been collected to increase the budget to equal the actual collections in the Sheriff's Office for Off Duty Assignments. These funds are paid by vendors requesting services from the Sheriff's Office for off-duty assignments and contracted by the Sheriff's Office.

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Administration - Donation for Charters of Freedom for Flags and Flag Poles

Revenue	10018000 31408	Donation Charters of Freedom	2,500	2,000	4,500
Expense	10047055 55875	Charters of Freedom Expense	2,500	2,000	4,500

Approved this _____ day of _____, 2023

Nick Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

110010

Budget Amendment Staff Report

Department:

Administration

Increase or Decrease of Amount of Funding:

Increase for County Donation for Charters of Freedom for Flags and Flag Poles

Source(s) of Funding:

10018000 31408 Donations-Charters of Freedom Revenue INCREASE \$2,000

10047055 55875 Charters of Freedom Expense INCREASE \$2,000

Justification (please be specific):

Donations directly made to the County for items not provided by the Charters of Freedom to include Flags, Flag Poles, etc. Donation Received May 1, 2023. Total Donations for Flag Poles received to date is \$4,500.

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Register of Deeds - Fees Collected daily for Excise Tax

Revenue	10024014 30530	Register of Deeds Fees	2,800,000	400,000	3,200,000
Expense	10018500 56001	Excise Tax/State Payments	1,075,000	400,000	1,475,000

Approved this _____ day of _____, 2023

Nick Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

110011

Budget Amendment Staff Report

Department: Moore County Register Of Deeds

Increase or Decrease of Amount of Funding: \$400,000 Increase

Source(s) of Funding: Fees Collected Daily for Excise Tax

Justification (please be specific):

The Register of Deeds Excise Tax Line item will require additional funding FY 2022-2023 Budget due to increased real estate sales in both commercial and residential properties in Moore County. The Budget Amendment will increase both Revenue and Expense Accounts in order to make remittances to the State each month.

Line-Item	Account #	Current Budget	Increase	New Budget
ROD FEES	10024014-30530	\$2,800,000.	\$400,000.	\$3,200,000.
EXCISE TAX	10018500-56001	\$950,000.	\$400,000.	\$1,475,000.

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Property Management - Insurance Proceeds

Revenue	10018000 36053 Insurance Proceeds	86,002	22,131	108,133
Expense	10047087 53872 Professional SVCS	142,765	22,131	164,896

Approved this _____ day of _____, 2023

Nick Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department:

Property Management

Increase or Decrease of Amount of Funding:

10018000 36053 (Insurance Proceeds) \$22,131.00

10047087 53872 (Professional Services) \$22,131.00

Source(s) of Funding:

Insurance Reimbursement

Justification (please be specific):

Sedgwick Claims Management Services, Inc. sent insurance reimbursement checks to the County of Moore Property Management for:

2017 Dodge Durango VIN#0844 Total Loss Settlement in the amount of \$15,068.00.

2021 Dodge Durango VIN#5185 for settlement in the amount of \$1,730.55.

2022 Dodge Charger VIN#3079 for settlement in the amount of \$1,224.88

2017 Dodge Charger VIN#6222 for settlement in the amount of \$4,107.63

The total amount received was \$22,131.06 and will be used for vehicle repairs for the County Vehicles.

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director
DATE: May 2, 2023
SUBJECT: Solid Waste Improvement Capital Project (Fund 435) – Revision 9
PRESENTERS: Caroline L. Xiong

REQUEST:

1. Approve the budget amendment to appropriate the restricted funds from the White Goods Program
2. Approve the Solid Waste Improvement Capital Project – Revision 9

BACKGROUND:

In the FY 2021-2022 Solid Waste operating budget, the County allocated funds for the design of the Aberdeen Collection Site in the capital expense line item. In the Fall of 2021, staff created a capital improvement project fund for all Solid Waste projects, including the Aberdeen Relocation Project. This project ordinance revision #9 will show a transfer of \$63,000 from Cameron Collection Site Modification and \$500,000 from the General Fund to increase the funds in the Aberdeen Collection Site Relocation project.

IMPLEMENTATION PLAN:

The Project Ordinance will be in place for the lifetime of the project.

FINANCIAL IMPACT STATEMENT:

The Project Ordinance includes the revenues and expenditures for the lifetime of the project.

RECOMMENDATION SUMMARY:

1. Make a motion to approve the budget amendment to appropriate the restricted funds from the White Goods Program
2. Make a motion to adopt the Solid Waste Improvement Capital Project Ordinance – Revision 9

SUPPORTING ATTACHMENTS:

Budget Amendment
Solid Waste Improvement Capital Project Ordinance – Revision 9

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Solid Waste - White Goods

Revenue	10019000 32950	Appropriated Fund Balance	18,313,246	500,000	18,813,246
Expense	10036056 59969	Tr to SW Improvement Project	1,775,000	500,000	2,275,000

Approved this _____ day of _____, 2023

Nick Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

110009

County of Moore
Solid Waste Improvement Capital Project (Fund 435)
Capital Project Ordinance Revision 9

Journal 110008

BE IT ORDAINED by the Board of Commissioners, County of Moore, North Carolina, pursuant to North Carolina General Statute § 159-13.2, the following project ordinance is hereby adopted as follows:

Section 1. The capital project was originally authorized for the Cell 6 Landfill Expansion. As of August 17th, 2021, the Board of Commissioners authorized the renaming of this capital project ordinance to Solid Waste Improvement Capital Project to include additional capital projects.

Section 2. The officers and staff of this unit are hereby directed to proceed with the project within the budget contained herein.

Section 3. The following amounts are appropriated for the Solid Waste Improvement Capital Project Ordinance:

Cell 6 Landfill Expansion Capital:	Budget	Incr./Decr.	Revised Budget
Permitting & Design Fees	\$ 256,938	\$ -	\$ 256,938
Earthwork/Stormwater Projects	\$ 418,160	\$ -	\$ 418,160
Geotechnical & Environmental Services	\$ 53,914	\$ -	\$ 53,914
Contingency	\$ -	\$ -	\$ -
Construction Phase Services	\$ 44,841	\$ -	\$ 44,841
Subtotal	\$ 773,853	\$ -	\$ 773,853

Solid Waste Other Capital Projects:	Budget	Incr./Decr.	Revised Budget
Cameron Collection Site Modification	\$ 63,000	\$ (63,000)	\$ -
Aberdeen Collection Site (SWABE)	\$ 1,924,532	\$ 563,000	\$ 2,487,532
Scale House Project	\$ 775,000	\$ -	\$ 775,000
Subtotal	\$ 2,762,532	\$ 500,000	\$ 3,262,532
Total	\$ 3,536,385	\$ 500,000	\$ 4,036,385

Section 4. The following revenues are anticipated to be available to complete the Solid Waste Improvement Capital Project Ordinance:

	Budget	Incr./Decr.	Revised Budget
Transfer from General Fund	\$ 2,282,000	\$ 500,000	\$ 2,782,000
Transfer from Capital Res for Gov Projects	\$ 1,254,385	\$ -	\$ 1,254,385
Total	\$ 3,536,385	\$ 500,000	\$ 4,036,385

Section 5. The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to satisfy the requirements of North Carolina General Statutes, federal regulations and any other applicable laws.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. The Finance Officer is directed to report the financial status of the project, as requested by the Board of Commissioners.

Section 8. This Project Ordinance shall be entered in the minutes by the Clerk to the Board of Commissioners and within five days after adoption of this Ordinance, copies shall be filed with the finance officer, budget officer and Clerk to the Board of Commissioners.

Adopted this 16th day of May 2023.

Nick Picerno, Chairman
Moore County Board of Commissioners

Laura M. Williams
Clerk to the Board

Agenda Item:
Meeting Date: May 16, 2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Dawn Gilbert, Human Resources Director
DATE: May 1, 2023
SUBJECT: Wellness Works Contract Amendment No.1
PRESENTER: Dawn Gilbert

REQUEST:

Request the Board of Commissioners approve the contract amendment with FirstHealth of the Carolinas to extend the term of the contract from December 31, 2023 to December 31, 2024 and increase the amount not to exceed to \$284,021 for calendar year January 1, 2023 through December 31, 2023, and to \$285,454 for calendar year January 1, 2024 through December 31, 2024.

BACKGROUND:

Wellness Works opened on March 2, 2005, to provide primary care to employees, employees' dependents, and retirees on the County's health insurance plan. FirstHealth of the Carolinas is the current contract provider for Medical Care Services at Wellness Works.

The last RFP done was in 2019 at which time the Wellness Works contract was awarded to Firsthealth of the Carolinas.

IMPLEMENTATION PLAN:

Amend the contract with FirstHealth of the Carolinas to extend the term and increase the amount of the contract to \$284,021 for calendar year January 1, 2023 through December 31, 2023 and to \$285,454 for calendar year January 1, 2024 through December 31, 2024.

FINANCIAL IMPACT STATEMENT:

The terms of the contract are within budget which is account 81046085 53872 Wellness Program.

RECOMMENDATION SUMMARY:

Request the Board of Commissioners approve the contract amendment with FirstHealth of the Carolinas to extend the term of the contract from December 31, 2023 to December 31, 2024 and increase the amount not to exceed to \$284,021 for calendar year January 1, 2023 through December 31, 2023, and to \$285,454 for calendar year January 1, 2024 through December 31, 2024.

SUPPORTING ATTACHMENTS:

Contract Amendment No.1

STATE OF NORTH CAROLINA

CONTRACT AMENDMENT NO. 1

COUNTY OF MOORE

This Contract Amendment No. 1 (this "Amendment"), is made this 16th day of May 2023, between the County of Moore (the "County") and FirstHealth of the Carolinas, Inc. (the "Provider").

WITNESSETH

WHEREAS, the County and Contractor previously entered into an agreement on May 20, 2019, which was for the County sponsored Wellness Works benefit (the "Original Agreement"); and

WHEREAS, the County and Contractor desire to amend the Original Agreement to extend the term of the contract from December 31, 2023 to December 31, 2024. In addition, the parties desire to increase the amount not to exceed to \$284,021.00 for calendar year January 1, 2023 through December 31, 2023, and to \$285,454.00 for calendar year January 1, 2024 through December 31, 2024.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. The first sentence of Section 2 of the Original Agreement will be amended to read, "The term of this Contract is from January 1, 2020 through December 31, 2024."
2. The first sentence of Section 3 of the Original Agreement is amended to read, "During the term of this Contract, the Provider will receive from the County an amount not to exceed \$252,288.00 for the first calendar year of 2020; \$253,638.00 for calendar year 2021; \$255,016.00 for calendar year 2022; \$284,021.00 for calendar year 2023; and \$285,454.00 for calendar year 2024 as full compensation for the provision of services as provided herein."
3. Except as provided for by this Amendment, the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Contract Amendment No. 1 to be executed by their duly authorized officers or agents as of the date first written above.

COUNTY OF MOORE

FIRSTHEALTH OF THE CAROLINAS, INC.

Nick Picerno, Chairman
Board of Commissioners

Mark Cobb
Chief Operating Officer

ATTEST:

Laura M. Williams
Clerk to the Board

****Signatures Continue on the following page****

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Enslinger
Planning Director

DATE: May 5, 2023

SUBJECT Board Order, Special Use Permit, Security Training Facility, Ben Brown and Jarrett Heavenston, Tough Stump Technologies, LLC

PRESENTER: Debra Enslinger

REQUEST

Request the Board of County Commissioners approval of the Board Order of the Special Use Permit approved by the Board of County Commissioners during their regularly scheduled meeting on April 18, 2023, for a Security Training Facility application submitted by Ben Brown and Jarrett Heavenston.

BACKGROUND

The Board of County Commissioners held the Quasi-Judicial Hearing of a Special Use Permit request for a Security Training Facility located 2173 Vass-Carthage Road owned by Tough Stump Technologies, LLC., per Deed Book 5868 Page 223, Plat Cabinet 19 Slide 385 and further described as ParID 20120062 and ParID 20170361 in Moore County Tax Records.

The Board of County Commissioners unanimously (5-0) approved the Special Use Permit for a Security Training Facility located on Vass-Carthage Road owned by Tough Stump Technologies, LLC, per Deed Book 5868 Page 223, Plat Cabinet 19 Slide 385 and further described as ParID 20120062 and ParID 20170361 in Moore County Tax Records.

IMPLEMENTATION PLAN

Upon approval the Special Use Permit will be issued.

FINANCIAL IMPACT STATEMENT

No financial impact to the County's FY 2022-23 budget.

RECOMMENDATION SUMMARY

Make a motion to approve the Board Order of the Special Use Permit approved by the Board of County Commissioners during their regularly scheduled meeting April 18, 2023, for a Security Training Facility as presented and allow the Chairman to sign.

ATTACHMENTS

Board Order

STATE OF NORTH CAROLINA
COUNTY OF MOORE

BEFORE THE MOORE COUNTY
BOARD OF COMMISSIONERS
FILE NO.: _____

Applicant: Ben Brown and Jarrett Heavenston
ParID #20170361 and 20120062

ORDER OF FINDINGS OF FACT AND
CONCLUSIONS IN SUPPORT OF
GRANTING A SPECIAL USE PERMIT

THIS CAUSE, being heard by the Moore County Board of Commissioners on April 18, 2023, at 5:30 p.m. in the Historic Courthouse, 2nd Floor Meeting Room, Carthage, NC for a quasi-judicial hearing on Ben Brown and Jarrett Heavenston's application for a Special Use Permit: Security Training Facility, located 2173 Vass-Carthage Road, owned by Tough Stump Technologies, LLC per Deed Book 5868 Page 223, Plat Cabinet 19 Slide 385 and further described as ParID 20170361 and ParID 20120062 in Moore County Tax Records. It appearing that the Moore County Board of Commissioners has proper jurisdiction over the parties and subject matter and that the parties are properly before the Moore County Board of Commissioners. After reviewing the documents of record and hearing from all parties and witnesses, the Board of Commissioners, by sufficient evidence, based on the standards and *Unified Development Ordinance of Moore County, NC* enters the following order.

FINDINGS OF FACT

1. That all parties were notified of the hearing; and
2. The Applicants are Ben Brown and Jarrett Heavenston; and
3. The Property Owner is Tough Stump Technologies, LLC; and
4. That all witnesses were sworn and testified as follows: Debra Ensminger, Planning Director, Moore County, Jessica Halling, Attorney, Tough Stump Technologies, LLC., Jarrett Heavenston, Applicant and Owner; and
5. The Applicant's, is requesting a Special Use Permit to operate a security training facility on ParID 20170361 & ParID 20120062; and
6. That the property is zoned Rural Agricultural and allows security training facility upon the issuance of a Special Use Permit.
7. That the proposed site details are as follows:

Zoning	Rural Agricultural
Acreage	75.54
Watershed	Little River (Vass) WS-IIIP
High Quality Water	Cape Fear River Basin
Stream	Little River Tributary

Floodplain	N/A
National Wetland Inventory	Fresh Water Pond Forested/Shrub Wetland
Vol. Ag Districts Parcels within half mile	VAD Half Mile Buffer
Historical Use	Residential and farmland

8. That the applicant agreed to the following conditions below at the Quasi-Judicial Hearing of even date herewith:
 1. The proposed site plan meets all the requirements of the Unified Development Ordinance Section 8.94 Security Training Facility.
 - A. Definition
 1. An indoor and/or outdoor training facility for military or law enforcement on a minimum of 50 acres in area that includes daytime and/or nighttime hours of operation.
 - B. Standards
 1. Firearms and Explosive Training
 - i. Firearm training facilities shall comply with Section 8.89. The “Military Handbook – Range Facilities and Miscellaneous Training Facilities other Than Buildings 9MIL-HDBK-1027/3B)” may be utilized for designing the military training facility.
 - ii. A listing of the type, amount, and physical location of all explosive material shall be provided by the applicant.
 - iii. Any overnight or temporary storage of weapons, ammunition, and explosives shall meet the Department of Defense storage and stand-off safety standards.
 2. Blank Ammunition Training

Facilities involving the use of blank ammunition and/or explosive simulators shall include the proposed noise decibels to existing dwelling units within ¼ of a mile (approximately 1,320) from the project site.
 3. Prohibited Activities

Military type activities or maneuvers, including but not limited to hand-to-hand combat training, maritime, training, swamp, or guerilla warfare techniques, incendiary type firings, infiltration course type training, etc. is permitted for use by law enforcement, military, or federal agency groups only.
9. The proposed Security Training Facility does not include any firearms and explosive training or blank ammunition training.
10. That none of the prohibited activities are proposed to take place.
11. That ParID’s 20170361 & 20120062 are recombined into one parcel, that all parts of the operation take place on one lot of at least 50 acres per the Unified Development Ordinance Section 8.49 requirement.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact the Moore County Board of Commissioners makes the following Conclusions with respect to the requested special use permit:

1. The use will not materially endanger the public health or safety if located where proposed and developed according to plan. **The operations will consist of a low intensity training center focused on the development, training, and integration of unmanned systems, tactical communications, and situational awareness software. One new building is proposed to be used as a classroom and office space where much of the training will take place. In addition to classroom instruction, students will operate unmanned vehicles on the 75.54 -acre site. There are two existing dwelling units and accessory structures on the property that will be used as props to simulate scenarios where students may operate unmanned vehicles inside of these structures. No one will reside in any of the dwelling units. The remainder of the site will remain forested and farmland. Students will walk and operate unmanned vehicles on the property, and the landscape will not be changed.**
2. The use meets all required conditions and specifications. **The proposed use meets the Unified Development Ordinance regulations specifically Section 8.94 (Security Training Facility)**
3. The use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity. **No expert testimony was provided for this finding.**
4. The use will be in harmony with the surrounding area and compatible with the surrounding neighborhood. **The use will consist of a low intensity training center consisting of 17 full-time employees. The unmanned systems (drones) are quieter than lawn equipment. The surrounding area consists of farmland, a private air strip, an event venue, Jive Hive, and single-family residential homes. The use will be compatible with farming activities such as cultivating, plowing, planting, as well as the surrounding outside activities involving single family residential lawn care including the equipment required to accomplish.**
5. The use will be in general conformity with the approved Moore County Land Use Plan. **The proposed use is reflected in the goals of the Moore County Land Use Plan adopted in November 2013: Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore Recommendation 1.7: Support and promote local businesses. 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure.**

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

The Special Use Permit request of Ben Brown and Jarrett Heavenston is hereby GRANTED for the reasons stated above. The Special Use Permit shall expire (2) years from the date of issuance unless the proposed development is pursued as set forth in the Moore County Unified Development Ordinance. Continued compliance with the original site plan and this permit issued by the Board shall entitle applicants to the continued use of the property.

A copy of these FINDINGS AND CONCLUSIONS shall be filed with the Clerk of the County of Moore, and a copy of such order shall be served by certified mail, return receipt to the Applicants Ben Brown and Jarrett Heavenston and shall be served by means of certified mail, return receipt requested upon any person specifically requesting service of the same.

So ORDERED this the 16 of May, 2023.

Nick Picerno, Chair
Moore County Board of Commissioners

Attest: _____
Laura Williams, Clerk to the Board

Agenda Item: III.G.
Meeting Date: May 16, 2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Richard Smith – Capital Projects Manager

DATE: May 5, 2023

SUBJECT: Summary Statement/Contingent Offer to Purchase Real Property Due To the Acquisition of Right Of Way and Damages for County of Moore owned Parcel No U-3628 029, NC 24-27 (1036 Carriage Oaks Drive), Carthage, NC.

REQUEST: This is a request to approve the amount of **Thirteen Thousand Six Hundred Twenty-Five dollars (\$13,625.00)** to be paid by the NC Department of Transportation to the County of Moore for the acquisition of a 0.058 acre Permanent Utility Easement, 0.009 acre Permanent Drainage Utility Easement and a 0.050 Temporary Construction Easement. See attached “Exhibit A”

BACKGROUND: NC Department of Transportation is seeking Permanent Utility Easements for the installation of water/sewer and/or drainage infrastructure. Richard Smith, Capital Projects Manager accompanied appraisers for an interior/exterior inspection of the subject property on 09/21/2022 to determine value of easement.

FINANCIAL IMPACT: Total Contingent Offer is **Thirteen Thousand Six Hundred Twenty-Five dollars (\$13,625.00).**

RECOMMENDATION SUMMARY: Request the Board to make a motion to approve the amount of compensation set forth in the Summary Statement in the amount of **\$13,625.00** and authorize the chair to sign all related documents related to this approval.

SUPPORTING ATTACHMENTS: Exhibit A - Summary Statement/Contingent Offer to Purchase Real Property Due to the Acquisition of Right of Way and Damages; Exhibit B - Appraisal, including site plan; Exhibit C – proposed Permanent Utility Easement.

North Carolina Department of Transportation-Right of Way Unit

REVIEW CERTIFICATION

Parcel No.: U-3628 / 029

WBS Element: 44672.2.1

County: Moore

Owner(s): County of Moore

Fed Aid Project: N/A

I HEREBY CERTIFY THAT, to the best of my knowledge and belief the facts and data reported by me and used in the review process are true and correct.

I understand that this estimate of value is to be used in connection with a highway project and/or NCDOT Real Estate transaction.

The analyses, opinions, and conclusions in this **Review Report** are limited only by the critical assumptions and limiting conditions stated in this **Review Report** and are my personal, unbiased professional analyses, opinions, and conclusions.

I have no direct or indirect, present or prospective interest in the subject property or in any benefit from the acquisition of the subject property and I have no personal interests or bias with respect to the parties involved

I have ☐, have not ☒, performed any appraisal and / or other services as a review appraiser and / or any other capacity, regarding the property that is the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this **Review Report**.

My estimate of the value of all items which are Compensable under State law but not eligible for Federal Aid reimbursement is \$0.

I did ☒, did not ☐, personally inspect the subject parcel. I did ☒, did not ☐, personally inspect all sales/rentals considered to be comparable to the subject parcel. *If "did not", please explain in detail.*

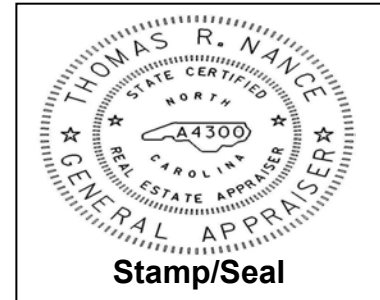
My analyses, opinions, and conclusions were developed, and this **Review Report** was prepared, in compliance with **NCDOT Real Estate Appraisal Standards and Legal Principles** and the **Uniform Standards of Professional Appraisal Practice**. The appraisals in this assignment are to be made in accordance with requirements set out in the **NCDOT Real Estate Appraisal Standards and Legal Principles** and the **Uniform Standards of Professional Appraisal Practice** and shall also comply with all applicable **Local, State, and Federal** laws, ordinances, regulations, restrictions and/or requirements; and any additions, revisions and/or supplements thereto. No one provided me with significant professional assistance with this **Review Report**.

The value opinion stated in the appraisal report is adequately supported as the estimate of just compensation. The difference indicated, if any, in the "Market Value" of the entire tract **Before the Acquisition** and the "Market Value" of the remaining property immediately **After the Acquisition** is **\$ 13,625**, as allocated:

Allocation

Right Of Way \$ -0-
Permanent Easements \$ 7,825
Temporary Easements \$ 1,950

Total Value of Land Acquired \$ 9,775
Value of Improvements Acquired \$ 3,850
Damage to Remainder \$ -0-
Benefits to Remainder \$ -0-
DIFFERENCE \$ 13,625



Stamp/Seal

January 28, 2023

DATE OF CERTIFICATION

REVIEW APPRAISER

Un-Economic Remnant to the Owner is a Factor ☐ Yes ☒ No

Area N/A Amount \$ N/A

Administrative Approval Only

ADMINISTRATIVE APPROVAL BY:

2/14/2023

DATE:

North Carolina Department of Transportation-Right of Way Unit
Right of Way Transmittal Summary

TIP/Parcel No.: U-3628 029 **WBS Element:** 44672.2.1 **County:** Moore

1. Owner(s): County of Moore **Fed Aid Project:** N/A

Address: 1036 Carriage Oaks Drive, Carthage, North Carolina 28327 28327.

2. Plan Sheet No.: 10 **Survey Stations:** SS 59+44 to SS 65+50 SL L-RT

3. Land Area to be Acquired and Values:

Right of Way:		<u>N/A</u>	X	\$	<u>N/A</u>	=	\$	<u>N/A</u>
Temp Construction Easement (TCE):	<input checked="" type="checkbox"/>	<u>0.050-AC</u>	X	\$	<u>130,000 X 30%</u>	=	\$	<u>1,950</u>
Drainage Easement:	Temp <input type="checkbox"/>	<u>N/A</u>	X	\$	<u>N/A</u>	=	\$	<u>N/A</u>
	Perm <input type="checkbox"/>	<u>N/A</u>	X	\$	<u>N/A</u>	=	\$	<u>N/A</u>
Permanent Utility Easement (PUE):		<u>0.058-AC</u>	X	\$	<u>130,000 X 90%</u>	=	\$	<u>6,775</u>
Other: Drainage Utility Easement (DUE):		<u>0.009-AC</u>	X	\$	<u>130,000 X 90%</u>	=	\$	<u>1,050</u>
								Land: \$ <u>9,775</u>

4. Improvements to be Acquired and Values:

Estimated Value of each Improvement to be acquired:

(1)	1,450 SF of Asphalt Paving	\$	<u>3,350</u>
(2)	Landscaping	\$	<u>500</u>
(3)	N/A	\$	<u>N/A</u>
(4)	N/A	\$	<u>N/A</u>

Improvements: \$ 3,850

5. Cost to Cure (Damage to Remainder) **Cost to Cure: \$ 0**

6. Allocation:

Value of Land to be Acquired:	\$	<u>9,775</u>
Value of Improvements to be Acquired:	\$	<u>3,850</u>
Cost-to-Cure (Damage to Remainder):	\$	<u>0</u>

Acquisition Total: \$ 13,625

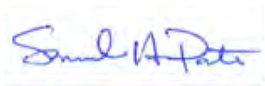
7. Photograph and Sketch of Acquisition attached.

The property owner or owner's representative was contacted on 09/19/2022 . See Inspection
Section of the report for additional details.

The parcel was inspected on 09/21/2022

Samuel H. Pate

Specified Appraiser



Signed

1/19/2023

Date

ROW \$ Perm. Easements \$ Temp. Easements \$

NCDOT Administrative Approval Only

Approved By: _____

Date: _____

Appraisal Summary

Property Location:	The subject property is comprised of two individual tax parcels located on the western side of US 15-501 at its intersection with Carriage Oaks Drive, Carthage, North Carolina 28327. The subject is formally known as Carriage Oaks Shopping Center, has a primary physical address of 1036 Carriage Oaks Drive, Carthage, North Carolina 28327 and can be further identified as Moore County Parcel ID numbers 20010129 and 00006064.
Current Owners:	County of Moore
Tax Parcel Numbers:	20010129 & 00006064
Property Interest Appraised:	This appraisal considers all those rights that are held in fee simple. A fee simple estate is defined as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat", <i>The Appraisal of Real Estate</i> , 14 th Edition, page 5. The valuation estimate further assumes that the property is free and clear of all encumbrances, except those noted in the deed and available for its highest and best use.
Client/Intended Use & Users:	The client of this report is TELICS. The intended users of this report are TELICS, the North Carolina Department of Transportation and/or its assigns, the North Carolina Department of Justice, the Federal Highway Administration (FHWA), and the appropriate Trial Court, Judge and Jury. This appraisal report is prepared for the sole and exclusive use of the appraiser's client and/or its assigns. The intended use of the appraisal report and estimate values are to assist in the acquisition of private property for public use under North Carolina eminent domain laws.
USPAP Report Type:	Appraisal Report
Value Appraised:	Market Value; <u>The Appraisal of Real Estate</u> , Fourteenth Edition The function of the appraisal report is for market valuation purposes. The market value definition has been taken from <i>The Appraisal of Real Estate</i> , 14 th Edition, page 59 and is as follows: "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a "fair sale", the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: 1. Buyer and seller are typically motivated;

2. Both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted anyone associated with the sale."

Appraisal Dates:

Effective: September 21, 2022

Inspection: September 21, 2022

Report: January 19, 2023

Prior Appraisal Services:

Samuel H. Pate nor L. Wade Currie have provided any other services related to the subject within the last three years as an appraiser or in any other capacity.

Marketing Time/Exposure Time:

Marketing time is best summarized as the time it would take to sell the subject if exposed to the market beginning on the date of this valuation. Based on interviews with market participants and studies of similar projects, a six to nine-month marketing time is considered an adequate time to sell this property.

Exposure time is best summarized as the length of time the subject would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation. An exposure time of six to nine-month appears adequate.

Total Land Area:

The subject size has been taken from information provided by the North Carolina Department of Transportation. According to this information the subject's two parcels combine to total 21.463-acres and are irregular in shape. Based upon a physical inspection on 09/21/2022, the site is partially cleared/wooded, at grade with Monroe Street and varies from at grade to below grade along its US Highway 15-501 frontage. The subject is improved with a large shopping center known as Carriage Oaks Shopping Center which is now occupied by Moore County and houses various county operations offices. According to the Moore County GIS and CADD map provided by NCDOT, the subject has four points of frontage along the southern side of Monroe Street that total approximately $\pm 133'$, approximately $\pm 152'$ of frontage along the western side of an access road to US Highway 15-501 and approximately $\pm 1,090'$ along the northwest wise of US Highway 15-501.

Traffic Counts:

According to the NCDOT interactive traffic map, in 2020 the subject averaged 12,500 trips per day along Monroe Street and approximately 9,800 trips per day along US Highway 15-501.

Land Area Acquired:

According to the Appraisal Request/Summary Sheet, the NCDOT does not intend to acquire any new right of way at the subject.

Easements Acquired:

According to the Appraisal Request/Summary Sheet, the NCDOT intends to acquire a total of four individual permanent utility easement areas totaling 0.058-acres. According to the plans there are four points of frontage along Monroe Street, three of which provide access and connect the central portion of the subject to Monroe Street. Each of these points of frontage features a narrow strip of area of PUE located directly adjacent to their frontage along Monroe Street. The proposed PUE areas are comprised of asphalt paving and landscaping consisting of seeded yard area.

According to the Appraisal Request/Summary Sheet, the NCDOT intends to acquire 0.009-acres for a proposed drainage utility easement area. This proposed "DUE" area is located on the western most access point from Monroe Street adjacent to the existing frontage. The proposed "DUE" area is comprised of asphalt paving and landscaping consisting of seeded yard area.

According to the Appraisal Request/Summary Sheet, the NCDOT intends to acquire 0.050-acres for a temporary construction easement. The proposed "TCE" area is rectangular in shape, located adjacent to the to the proposed "PUE" and "DUE" areas on the western most access road from Monroe Street. The proposed "TCE" area is comprised of asphalt paving, and landscaping consisting of seeded yard area.

Please see a copy of the NCDOT project map in the addenda of this report for further clarification of the proposed "easement areas".

Other Easements of Record:

The appraiser is unaware of any known easements of record other than those normal for street or utility purposes.

Flood Plain Map Number:

According to FEMA Flood Zone Map Number 3710858600J and 3710857700J dated 10/17/2006, the subject is located in Flood Zone X, and therefore does not lie within a floodway nor is it prone to flooding.

Utilities:

Based on conversations with the Town of Carthage Public Works Department, the subject features access to municipal water and sewer.

Zoning:

According to Emily Yopp with the Town of Carthage Zoning and Planning Department, the subject is zoned TBD; Thoroughfare Business District. The subject is legal conforming use within this district.

The TBD district is primarily intended to accommodate a wide range of high intensity retail and service developments meeting the need of the community and the region. The district is established on large sites to provide locations for major developments which contain multiple uses, shared parking and drives, and coordinated signage and landscaping.

The permitted uses within the TBD District include but are not limited to: Shelters, Emergency, Accessory Uses and Structures (customary), Gardens, Satellite Dishes, Swimming Pools, Accessory, Athletic Fields, Dance Schools,

Golf Courses, Miniature, Martial Arts Instruction Schools, Physical Fitness Centers, Public Parks, Public Recreation Facilities, Skating Rinks, Sports Instructional Schools, Sports & Recreation Clubs, Indoor, Ambulance Services, Auditoriums, Coliseums, or Stadiums, Churches, Fire Stations, Government Offices, Hospitals, Libraries, Museums or Art Galleries, Police Stations, Post Offices, Retreat Centers, School Administration Facilities, Advertising Services, Outdoor, Automobile Rental or Leasing, Automobile Repair Services, Minor, Automobile Parking (commercial), Banks, Savings & Loans or Credit Unions, Barber Shops, Beauty Shops, Boat Repairs, Building Maintenance Services, Car Washes, Civic, Trade or Business Organizations, Clothing Alterations or Repairs, Computer Maintenance & Repairs, Computer Services, Cottage Industry, Economic, Sociological, Education, Research, Employment Agencies, Personnel Agencies, Finance or Loan Offices, Funeral Homes or Crematoriums, Hotels or Motels, Internal Service Facilities, Kennels or Pet Grooming, Services, Laundromats, Coin Operated, Laundry or Dry Cleaning Plants, Laundry or Dry Cleaning Substations, Law Offices, Medical, Dental or Related Offices, Medical or Dental Labs, Motion Picture Productions, Non-Commercial Research Organizations, Office Uses, Not Otherwise Classified, Real Estate Offices, Security Services, Shoe Repair or Shoeshine Shops, Tanning Salons, Tattoo Parlors & Body Mod. Services, Veterinary Services, Vocational, Business or Secretarial Schools, Watch or Jewelry Repair Shops, ABC Stores (liquor), Antique Stores, Appliance Stores, Arts & Crafts, Auto Supply Sales, Bakeries, Convenience Stores (with gas pumps), Convenience Stores (w/o gas pumps), Cosmetic Shops, Dairy Products Stores, Department, Variety or General, Merchandise Stores, Drug Stores, Fabric or Piece Goods Stores, Farm Implement Sales, Flea Markets, Indoors, Flea Markets, Outdoors, Florists, Food Stores, Fuel Oil Sales to name a few.

Improvements:

The entire 21.463-acres will be examined and valued within this appraisal report. The property is improved with a large shopping center known as Carriage Oaks Shopping Center which is now occupied by Moore County and houses various county operations offices. Only the affected site improvements have been valued within this report. In the case of the subject the affected site improvements include asphalt paving and landscaping consisting of seeded yard area.

According to NCDOT, any asphalt, concrete, and gravel paving or concrete curb and gutter located within a TCE area that is damaged during construction will be repaired or replaced following the completion of the project and therefore shall not be valued as an affected improvement. The asphalt paving located within the TCE area at the subject has not been valued within this report. Therefore, only the landscaping comprised of seeded yard area located within the TCE area have been valued.

Property History:

Deed Book & Page:	Deed Book 1775; Page 417
Date:	May 14, 2001
Stamps:	\$2,970
Price:	\$1,485,000

Comment: According to the deed referenced above this transfer occurred by and between Shopping Center Investors, LLC to The County of Moore. There were \$2,970 in revenue stamps recorded at the time of this transfer indicating a purchase price of \$1,485,000. According to conversations with Capital Projects Manager, Rich Schmidt Moore County purchased the property to consolidate county operations to a single location. There were no other recorded sales, listings, or contracts for the subject in the past five years apparent to this appraiser.

Objective of Appraisal and Purpose of Report

The objective of this appraisal is to estimate the market value of the land affected and/or acquired at the subject property. The purpose of this report is to present data and analyses which support the opinion of market value.

Scope of Work

The scope of this Appraisal Report is to estimate the current market value of the land and improvements within the proposed project area. This appraiser collected and analyzed comparable land sales, and in addition, general market data and conditions were examined.

Affected/Unaffected Land and Improvements

The entire 21.463-acres will be examined and valued within this appraisal report. The property is improved with a large shopping center known as Carriage Oaks Shopping Center which is now occupied by Moore County and houses various county operations offices. Only the affected site improvements have been valued within this report. In the case of the subject the affected site improvements include asphalt paving and landscaping consisting of seeded yard area.

According to NCDOT any asphalt, concrete, and gravel paving or concrete curb and gutter located within a TCE area that is damaged during construction will be repaired or replaced following the completion of the project and therefore shall not be valued as an affected improvement. The asphalt paving located within the TCE area at the subject has not been valued within this report. Therefore, only the landscaping comprised of seeded yard area located within the TCE area have been valued.

Hazardous Material Statement

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client/property owner is urged to retain an expert in this field, if desired. That is, the subject property is appraised "as clean".

Americans with Disabilities Act

The appraiser has not made a specific compliance survey and analysis of the subject parcel to determine whether or not it is in conformity with the various detailed requirements of the American with Disabilities Act ("ADA"). It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the subject parcel is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative

effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible non-compliance with the requirements of ADA in estimating the value of the subject.

Report Format

This is an Appraisal Report as designated by the Uniform Standards of Professional Appraisal Practice (USPAP). The NCDOT has included an additional page entitled "Right of Way Transmittal Summary" (Form FRM5-K) to summarize some of the information and conclusions from the appraisal for ease of use by the client.

Inspection

L. Wade Currie contacted Moore County Capital Projects Manager, Rich Schmidt on 09/19/2022 regarding a time the subject property could be inspected. Mr. Schmidt indicated the subject property could be inspected on 09/21/2022 and he would accompany the appraisers during the inspection. Mr. Schmidt indicated he was aware of the proposed project, and the effect it would have on the subject property and voiced no further concerns. During the inspection Samuel H. Pate and Wade Currie made an accompanied partial interior/exterior inspection of the subject property on 09/21/2022. The appraisers were not permitted to inspect certain parts of the social services department. An interior inspection was performed on the remainder of the subject.

Existing Use as of Date of Value

The property is improved with a large shopping center known as Carriage Oaks Shopping Center which is now occupied by Moore County and houses various county operations offices.

Hypothetical Conditions and Extraordinary Assumptions

"A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis", *Uniform Standards of Professional Appraisal Practice, 2020-2021 (Effective Through December 31st, 2023) Edition, page 4.*

This appraisal is based on the hypothetical condition that the subject property is appraised with no knowledge of the project in determining the "before" value.

This appraisal is based on the hypothetical condition that the project is completed in determining the "after" value.

"An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in the analysis which, if found to be false, could alter the appraiser's opinions or conclusions". *Uniform Standards of Professional Appraisal Practice, 2020-2021 (Effective Through December 31st, 2023) Edition, page 4.*

The parcel size has been taken from information provided by the North Carolina Department of Transportation. According to this information the subject totals 21.463-acres.

This appraisal is based on the extraordinary assumption that the acquisition will occur as depicted on the plan sketch provided in the appraisal report. If any modifications are made to the project design or areas of acquisition, the appraiser reserves the right to alter the appraisal report to reflect such modifications.

The use of hypothetical conditions and extraordinary assumptions could have affected the assignment results.

Highest and Best Use as Vacant

The subject totals 21.463-acres of partially cleared/wooded land, features access to municipal water and sewer and is irregular in shape. According to the Moore County GIS and CADD map provided by NCDOT, the subject has four points of frontage along the southern side of Monroe Street that total approximately $\pm 133'$, approximately $\pm 152'$ of frontage along the western side of an access road to US Highway 15-501 and approximately $\pm 1,090'$ along the northwest wise of US Highway 15-501.

According to Emily Yopp with the Town of Carthage Zoning and Planning Department, the subject is zoned TBD; Thoroughfare Business District. The TBD district is primarily intended to accommodate a wide range of high intensity retail and service developments meeting the need of the community and the region. The district is established on large sites to provide locations for major developments which contain multiple uses, shared parking and drives, and coordinated signage and landscaping.

Based on a physical inspection of the subject neighborhood, coupled with many of the surrounding land uses being commercially oriented, the appraiser concluded the highest and best use of the side "as if vacant" would be for its development with a commercial use.

Highest and Best Use as Improved

The subject totals 21.463-acres of partially cleared/wooded land, features access to municipal water and sewer and is irregular in shape. According to the Moore County GIS and CADD map provided by NCDOT, the subject has four points of frontage along the southern side of Monroe Street that total approximately $\pm 133'$, approximately $\pm 152'$ of frontage along the western side of an access road to US Highway 15-501 and approximately $\pm 1,090'$ along the northwest wise of US Highway 15-501. The property is improved with a large shopping center known as Carriage Oaks Shopping Center which is now occupied by Moore County and houses various county operations offices. Based on the appraisers' physical measurements the subject totals 40,094 SF across two buildings and according to the Moore County Tax Department was originally constructed 1985. The subject appears to in overall good condition. According to Emily Yopp with the Town of Carthage Zoning and Planning Department, the subject is zoned TBD; Thoroughfare Business District. The subject is legal conforming use within this district.

Based on a physical inspection of the subject neighborhood, coupled with many of the surrounding land uses being commercially oriented, the appraiser concluded the highest and best use of the side "as improved" would be for its continued institutional use.

Valuation Methodology

To estimate the market value of the subject, two methods or techniques will be employed.

This technique is the Land Value by Comparison. In this technique, the market value of the land, assuming it were vacant, is estimated. This technique compares the subject site to various sales and offerings of sites that are available for a similar highest and best use. Adjustments are then made for any dissimilarity between the transactions analyzed and the subject. To facilitate the comparison process, the sale prices are reduced to incremental values of price per acre.

The second technique is the Cost Approach, which is composed of the market value of the land and the value of the affected site improvements. The market value of the land, assuming it is vacant, is estimated using the land value by comparison approach (as noted above). After estimating the market value of the land, a determination of the reproduction costs of the improvements must be estimated. These value estimates for the improvements are combined with the land value by the cost approach.

According to NCDOT any asphalt, concrete or gravel paving located within a TCE area that is damaged during construction will be repaired or replaced following the completion of the project and therefore shall not be valued as an affected improvement. This being said, the asphalt paving located within the TCE area at the subject has not been valued within this report.

Land Value by Comparison - Before

Comparable Land Transactions

The value of the subject site has been estimated by direct comparison with the following transactions.

Adjustment Criteria for the Comparable Land Sales Data

Overview

Inherent in the comparable sales data are variances from the subject relative to real property rights appraised, financing terms, condition of sale, date of sale, location and physical characteristics.

In order for the comparison process to be meaningful, differences must be accounted for through a process of adjustment. In this process the comparable transactions are brought into sync with the subject.

In many instances the basis for an adjustment is inherent in the data itself. This represents an objective adjustment process.
Real Property Rights Conveyed

When applicable, this adjustment is utilized to equate real property interest conveyed. The process involves determining the real property rights conveyed of the subject and the comparable transactions.

Financing Terms

This adjustment is necessary when two identical properties are sold at different prices due to one having more or less, favorable financing. Typically, a transaction price may be affected by above or below market interest rates. Other situations affecting sales price may be a purchase money mortgage or assumption of an existing loan.

Conditions of Sale

This adjustment represents the differences of motivation between a particular buyer and seller. Examples may include the sale between family members at a below market price, a bankruptcy auction or if the seller is extremely motivated.

Local broker George Manley indicated the Moore County market as well as the surrounding areas is still very good with a steady increase in sales volume and price over the last several years. This can clearly be seen in the charts below which shows an increase in average sales price accompanied by a decrease in overall days on market for both residential and commercial properties. This further supports a strong demand in the local market for both residential and commercial product. Based on this information and a review of the sales over the last year an annual market conditions adjustment of 10% will be applied for the steady growth of the market.

Residential

Summary Statistics						
	Jun-22	Jun-21	% Chg	2022 YTD	2021 YTD	% Chg
Absorption Rate	1.16	0.74	56.76	0.82	0.92	-10.87
Average List Price	\$597,685	\$533,896	11.95	\$492,621	\$414,817	18.76
Median List Price	\$442,000	\$375,750	17.63	\$419,000	\$340,000	23.24
Average Sale Price	\$491,666	\$401,171	22.56	\$465,296	\$377,592	23.23
Median Sale Price	\$447,000	\$352,000	26.99	\$420,000	\$330,000	27.27
Average CDOM	14	25	-44.00	18	41	-56.10
Median CDOM	5	5	0.00	5	7	-28.57

Summary Statistics						
	Jun-21	Jun-20	% Chg	2021 YTD	2020 YTD	% Chg
Absorption Rate	0.74	3.36	-77.98	0.92	3.59	-74.37
Average List Price	\$533,896	\$455,892	17.11	\$414,817	\$379,921	9.18
Median List Price	\$375,750	\$340,000	10.51	\$340,000	\$315,000	7.94
Average Sale Price	\$401,171	\$304,631	31.69	\$377,592	\$305,752	23.50
Median Sale Price	\$352,000	\$300,379	17.19	\$330,000	\$290,000	13.79
Average CDOM	25	65	-61.54	41	75	-45.33
Median CDOM	5	29	-82.76	7	33	-78.79

Commercial

Summary Statistics						
	Jun-22	Jun-21	% Chg	2022 YTD	2021 YTD	% Chg
Absorption Rate	12.5	15.9	-21.38	12.64	18.53	-31.79
Average List Price	\$669,919	\$496,014	35.06	\$571,172	\$438,528	30.25
Median List Price	\$337,500	\$250,000	35.00	\$290,000	\$200,000	45.00
Average Sale Price	\$568,172	\$393,270	44.47	\$467,585	\$245,929	90.13
Median Sale Price	\$199,750	\$165,000	21.06	\$208,750	\$125,000	67.00
Average CDOM	260	214	21.50	172	238	-27.73
Median CDOM	122	119	2.52	76	117	-35.04

Summary Statistics						
	Jun-21	Jun-20	% Chg	2021 YTD	2020 YTD	% Chg
Absorption Rate	15.9	26.48	-39.95	18.53	25.86	-28.34
Average List Price	\$496,014	\$401,488	23.54	\$438,528	\$401,069	9.34
Median List Price	\$250,000	\$219,900	13.69	\$200,000	\$198,250	0.88
Average Sale Price	\$393,270	\$212,615	84.97	\$245,929	\$262,972	-6.48
Median Sale Price	\$165,000	\$136,750	20.66	\$125,000	\$90,000	38.89
Average CDOM	214	207	3.38	238	209	13.88
Median CDOM	119	108	10.19	117	115	1.74

Physical Characteristics

The adjustments of location, topography, easements, size, frontage/visibility, shape, access, utilities, and zoning may be necessary in order to equate the characteristics of the comparable transactions with those of the subject. Through objective analysis of paired sales comparing a parcel subdivided from a larger tract may indicate a size adjustment is necessary.

Sale 1

An upward adjustment of 10% was made to this sale for its larger size, typically larger parcels sell for incrementally more on a price per acre basis. A downward adjustment of 10% was made to this sale for its superior location in Fayetteville.

Sale 2

A downward adjustment of 10% was made to this sale for its superior location in Southern Pines.

Sale 3

An upward adjustment of 10% is applied to this sale for its inferior topography.

These adjustments are reflected in the following chart.

Comparable Land Sales			
Appraisal Date		09/21/22	
Market Conds Adjustment		10.00%	
Size of Subject Property (Acs)		21.463	
Comparable Number	1	2	3
Price	\$4,750,000	\$4,032,000	\$2,100,000
Date of Sale	08/04/22	03/21/22	12/15/21
Total Acres	37.560	23.726	23.421
Price Per Acre	\$126,464	\$169,940	\$89,663
Interest Sold	Fee Simple	Fee Simple	Fee Simple
Interest Adjustment	0%	0%	0%
Interest Adjusted Price	\$126,464	\$169,940	\$89,663
Financing	Market	Market	Market
Financing Adjustment	0%	0%	0%
Cash Equivalent Price	\$126,464	\$169,940	\$89,663
Condition Adjustment	0%	0%	0%
Condition Adjusted Price	\$126,464	\$169,940	\$89,663
Market Conditions Adjust	1.315%	5.041%	7.671%
Market Conds Adjusted Price	\$128,127	\$178,507	\$96,541
Adjustments For:			
Size	10%	0%	0%
Shape	0%	0%	0%
Location	-10%	-10%	0%
Frontage/Visibility	0%	0%	0%
Access/Topography	0%	0%	10%
Utilities	0%	0%	0%
Zoning	0%	0%	0%
Easements	<u>0%</u>	<u>0%</u>	<u>0%</u>
Composite Factor	0%	-10%	10%
Indicated Value Per Acre	\$128,127	\$160,656	\$106,196
Minimum Value Per Acre		\$106,196	
Maximum Value Per Acre		\$160,656	
Mean Value Per Acre		\$131,660	
Median Value Per Acre		\$128,127	
Reconciled Value Per Acre		\$130,000	
Acres		21.463	
Value of Land		\$2,790,190	
Rounded Reconciled Value		\$2,790,200	

Estimate of Market Value – “Before”

The range of adjusted price per acre is from \$106,196 to \$160,656. The mean of the range is \$131,660 and the median is \$128,127. All three sales utilized for comparison are considered similar to the subject with respect to highest and best use. Therefore, when equal emphasis is placed on each sale, the market value for the subject is estimated at \$130,000 per acre. This results in the following estimate of the “before” land value:

21.463 acres	X	\$130,000 /Acre	=	\$2,790,200
--------------	---	-----------------	---	-------------

Cost Approach to Value – Before

Based on a physical inspection the property is improved with a large shopping center known as Carriage Oaks Shopping Center which is now occupied by Moore County and houses various county operations offices. Only the affected site improvements will be valued in this report and the exclusion of the unaffected improvements does not jeopardize the credibility of this assignment.

According to NCDOT any asphalt, concrete, and gravel paving or concrete curb and gutter located within a TCE area that is damaged during construction will be repaired or replaced following the completion of the project and therefore shall not be valued as an affected improvement. The asphalt paving located within the TCE area at the subject has not been valued within this report. Therefore, only the landscaping comprised of seeded yard area located within the TCE area have been valued.

Reproduction Cost New

In estimating the reproduction cost, we have relied on previous cost estimates provided by local contractor John Cockrum with Environments Unlimited, Inc. and supported by Marshall & Swift. The concluded land value was then added to the estimated construction cost to determine the value by this approach.

Asphalt Paving

The asphalt paving that NCDOT is acquiring totals approximately ±1,450 SF. The cost new of the asphalt paving is estimated at \$3,350 or \$3.85 per square foot. This improvement has a total economic life of 25 years and an effective age of approximately 10 years implying 40% depreciation. Therefore, the depreciated value of the asphalt paving is estimated at \$3,350. These calculations are broken out as follows:

Asphalt Paving			
	Square Feet	Cost/SF	
Estimated Cost	1,450	\$ 3.85	\$5,583
Less Depreciation		40%	\$2,233
Estimated Depreciated Value			\$3,350

Landscaping

The affected landscaping at the subject is comprised of seeded yard area. According to John Cockrum, a reasonable landscape allowance for the affected landscaping described above is estimated at \$500.

Landscaping	
Estimated Value	\$500

Estimated Value of Affected Improvements

Total Value of Affected Improvements (Rounded)	
Estimated Value	\$3,850

Total "Before" Value

Summary of Cost Approach "Before"	
Estimated Value of Subject Land	\$2,790,200
Estimated Value of Subject Improvements	<u>\$3,850</u>
Estimated Value of Subject by Cost Approach	\$2,794,050

Allocation "Before"	
Estimated Value of Subject Land	\$2,790,200
Estimated Value of Subject Improvements	<u>\$3,850</u>
Estimated Value of Subject by Cost Approach	\$2,794,050

Description of the Acquisition

1. The NCDOT intends to According to the Appraisal Request/Summary Sheet, the NCDOT does not intend to acquire any additional right of way at the subject.

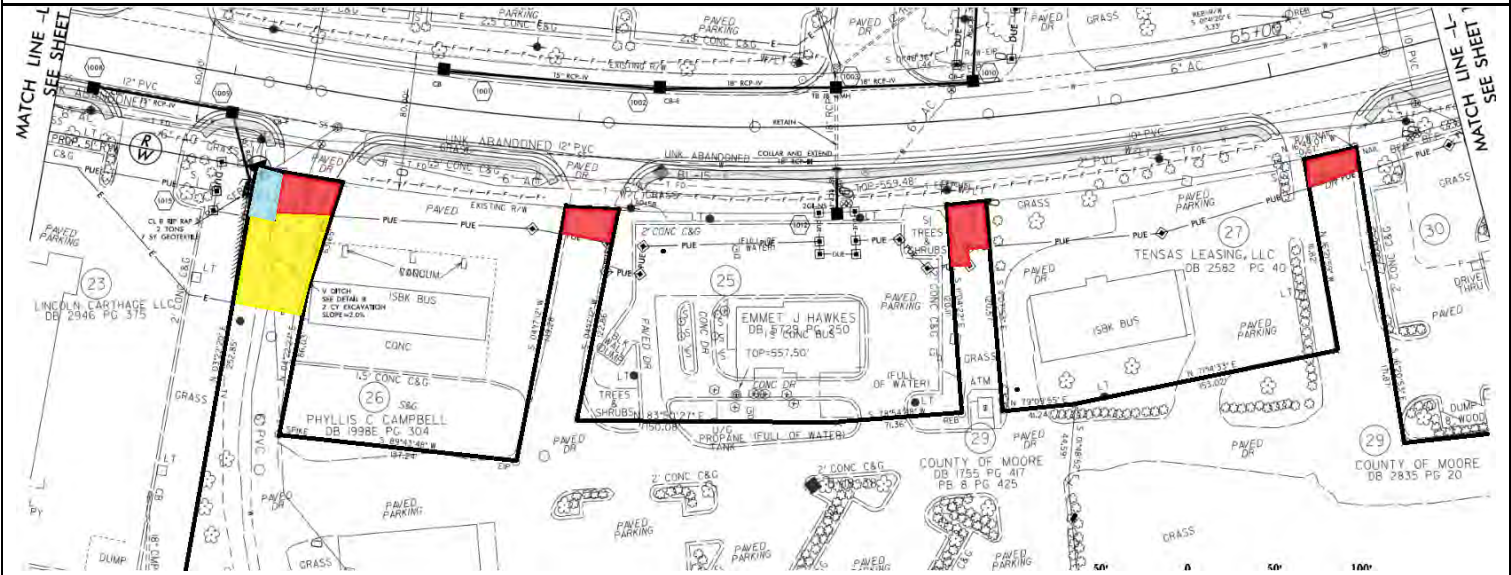
Easements Outside the Right of Way

1. According to the Appraisal Request/Summary Sheet, the NCDOT intends to acquire a total of four individual permanent utility easement areas totaling 0.058-acres. According to the plans there are four points of frontage along Monroe Street, three of which provide access and connect the central portion of the subject to Monroe Street. Each of these points of frontage features a narrow strip of area of PUE located directly adjacent to their frontage along Monroe Street. The proposed PUE areas are comprised of asphalt paving and landscaping consisting of seeded yard area.
2. According to According to the Appraisal Request/Summary Sheet, the NCDOT intends to acquire 0.009-acres for a proposed drainage utility easement area. This proposed "DUE" area is located on the western most access point from Monroe Street adjacent to the existing frontage. The proposed "DUE" area is comprised of asphalt paving and landscaping consisting of seeded yard area.
3. According to the Appraisal Request/Summary Sheet, the NCDOT intends to acquire 0.050-acres for a temporary construction easement. The proposed "TCE" area is rectangular in shape, located adjacent to the to the proposed "PUE" and "DUE" areas on the western most access road from Monroe Street. The proposed "TCE" area is comprised of asphalt paving, and landscaping consisting of seeded yard area.

Improvements

1. The NCDOT intends to acquire approximately ±1,450 SF of asphalt paving and seeded yard area.
2. The NCDOT does not intend to acquire any water supply or septic system.

Plan Sheet



Areas

Area in R/W:
Area Right of R/W:
Area Left of R/W
Total Area:

0.000-acres
21.463-acres
0.000-acres
21.463-acres

PUE:
TCE:
DUE:

0.058-acres
0.050-acres
0.009-acres

Legend

Property Boundary

Permanent Utility Easement
Temporary Construction Easement
Drainage Utility Easement

Moore County, NC ♦ Fed. Aid Project: N/A ♦ WBS Element: 44672.2.1
TIP: U-3628 Parcel: 029 ♦ Owner: County of Moore ♦ Plan Sheet 10

The Land – “After”

Description of the Remainder and Effect of the Acquisition:

In the “before” situation the subject property is comprised of two individual tax parcels located on the western side of US 15-501 at its intersection with Carriage Oaks Drive, Carthage, North Carolina 28327. The site is irregular in shape and totals approximately 21.463-acres. According to the Moore County GIS and the CADD map provided by NCDOT, the subject has four points of frontage along the southern side of Monroe Street that total approximately ±133’, approximately ±152’ of frontage along the western side of an access road to US Highway 15-501 and approximately ±1,090’ along the northwest side of US Highway 15-501. The subject features approximately 545’ of guardrail along its southern US Highway 15-501 frontage otherwise there are no known access resections.

In the “after” situation, the subject will still be comprised of two individual tax parcels located on the western side of US 15-501 at its intersection with Carriage Oaks Drive, Carthage, North Carolina 28327. The site will still be irregular in shape and will still total 21.463-acres. Based on a review of the proposed plans the subject will still feature four points of frontage along the southern side of Monroe Street that total approximately ±133’, approximately ±152’ of frontage along the western side of an access road to US Highway 15-501 and approximately ±1,090’ along the northwest side of US Highway 15-501 with no new access resections. Therefore, except for the encumbrance of the PUE, DUE areas and temporary encumbrance of the TCE area, the overall utility of the subject is unchanged as result of the project and therefore is not considered damaged.

Highest and Best Use – After

The highest and best use of the remainder is unchanged. Therefore, the highest and best use of the subject in the “after” is for its continued institutional use.

Land Value by Comparison – After

As previously stated, the overall utility of the subject will be unchanged because of the proposed project. Therefore, the site is nearly identical to the “before” and the market value of the land “after” is estimated utilizing the same sales and price per acre as in the “before.” This results in the following estimate of the “after” land value:

21.463 acres	X	\$130,000 /Acre	=	\$2,790,200
--------------	---	-----------------	---	-------------

Easements

The easement values must be deducted from the land value established above to derive a total “after” land value. These calculations are broken out below:

The effect of the permanent utility easement is the loss of the utility of the affected area. The permanent utility easement area is 0.058-acres. Compensation is based upon 90% of market value. Thus, compensation for the permanent utility easement is calculated as follows:

PUE					
Acres	Value/Acre	Compensation			
0.058	\$130,000	X	90%	=	\$6,775

The effect of the drainage utility easement is the loss of the utility of the affected area. The drainage utility easement area is 0.009-acres. Compensation is based upon 90% of market value. Thus, compensation for the drainage utility easement is calculated as follows:

DUE					
Acres	Value/Acre	Compensation			
0.009	\$130,000	X	90%	=	\$1,050

The effect of the temporary construction easement is the temporary loss of the utility of the affected area. The temporary construction easement area is 0.050-acres. Compensation is based upon 30% of market value. Thus, compensation for the temporary construction easement is calculated as follows:

TCE					
Acres	Value/Acre	Compensation			
0.050	\$130,000	X	30%	=	\$1,950

Summary of The Land "After"

Summary of the Land "After"	
Indicated Land Value for the Subject	\$2,790,200
Less Easements	<u>(\$9,775)</u>
Estimated Value of Subject Land "After"	\$2,780,425
Rounded	\$2,780,425

Cost Approach "After"

As noted earlier, the NCDOT intends to acquire all of the affected portions of the improvements; thus, there is no improvement value in the after condition.

Summary of the Cost Approach	
Estimated Value of Subject Land "After"	\$2,780,425
Estimated Value of Affected Subject Improvements	<u>\$0</u>
Estimated Value of Subject by Cost Approach	\$2,780,425

Allocation "After"

Allocation "After"	
Estimated Value of Subject Land	\$2,780,425
Estimated Value of Subject Improvements	<u>\$0</u>
Estimated Value of Subject by Cost Approach	\$2,780,425

Summary

This results in the following difference in the “before” and “after” value for the subject because of the taking:

Summary	
"Before" Value:	\$2,794,050
"After" Value	<u>\$2,780,425</u>
Estimated Value of Subject	\$13,625

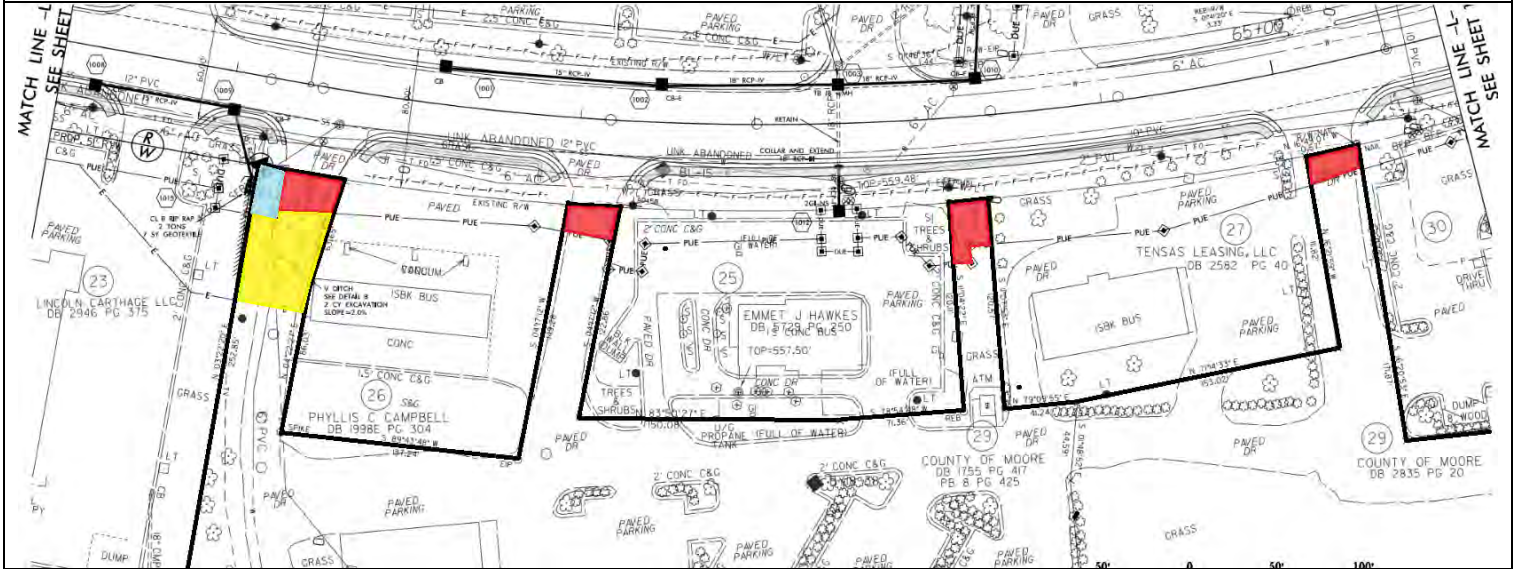
Allocation										
		Acres		\$/Acre		% Paid		Value	Rounded	
Fee Simple Right of Way:			0.000	X	\$130,000	X	100%	=	\$0	\$0
PUE			0.058	X	\$130,000	X	90%	=	\$6,786	\$6,775
PDE			0.000	X	\$130,000	X	90%	=	\$0	\$0
DUE			0.009	X	\$130,000	X	90%	=	\$1,053	\$1,050
TCE			0.050	X	\$130,000	X	30%	=	\$1,950	\$1,950
TDE			0.000	X	\$130,000	X	30%	=	\$0	\$0
Total Value of Land Acquired:									\$9,789	\$9,775
					Before		After			
Improvements Taken:								=	\$3,850	\$3,850
Remainder Damages:								=	\$0	\$0
Benefits to the Remainder:								=	\$0	\$0
Difference in Before and After:										\$13,625

The appraiser has researched the market and has considered damages to the remainder and reached a satisfactory independent conclusion that there are no additional damages to the remainder.

SUBJECT AERIAL



PROJECT PLAN MAP



DEED

See instrument of

FOR REGISTRATION REGISTER OF DEEDS
JUDY D. MARTIN
MOORE COUNTY, NC
2001 MAY 14 10 43 19 AM
BK 1755 PG 417-419 FEE \$2.980 00
NC REVENUE STAMP \$2.976 00
INSTRUMENT # 2001006288

Excise Tax \$ 2170 00

Recording Time, Book and Page

Tax Lot No _____ Parcel Identifier No _____
Verified by _____ County on the _____ day of _____, 2001
by _____

Mail after recording to **Bain & McRae, Attorney, P.O. Box 99, Lillington, NC 27546**
This instrument was prepared by **Bain & McRae, Attorney, P.O. Box 99, Lillington, NC 27546**

Brief Description for the index

8 0033 acres/Carthage Township

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 9 day of May, 2001 by and between

GRANTOR

SHOPPING CENTER INVESTORS, INC.,
a North Carolina corporation

Post Office Box 1157
Broadway, NC 27505

GRANTEE

**THE COUNTY OF MOORE, a political
subdivision of the State of North Carolina**

Post Office Box 905
Carthage, NC 28327

Enter in appropriate block for each party name, address, and, if appropriate, character of entity, e g , corporation or partnership

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the **Town of Carthage, Carthage Township, Moore County, North Carolina**, and more particularly described as follows

BEING ALL OF TRACT A, containing 8.0033 acres, as shown upon a plat of survey entitled "Survey of: Carriage Oak Square Shopping Center", prepared by Dowell G. Eakes, PLS, LLC, dated April 5, 2001 and recorded at Plat Cabinet 8, Slide 425, Moore County Registry. Reference to said plat is hereby made for a greater certainty of description.

DEED

The property hereinabove described was acquired by Grantor by instrument recorded in Book 521, Page 656, Moore County Registry.

A map showing the above described property is recorded at Plat Cabinet 8, Slide 425. Moore County Registry.

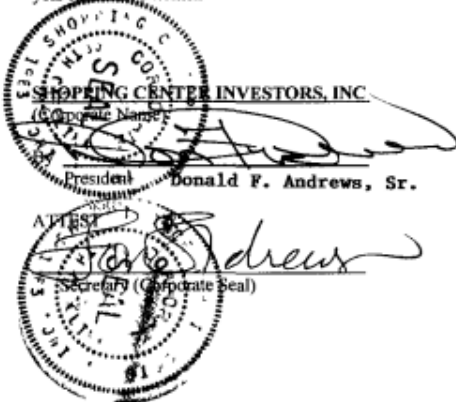
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated

Title to the property hereinabove described is subject to the following exceptions

Subject to roadway and utility easements appearing of record,
Subject to restrictive covenants appearing of record

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written



_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

SEAL-STAMP

NORTH CAROLINA, Harnett County

I, a Notary Public of the County and State aforesaid, certify that Lorie S. Andrews personally came before me this day and acknowledged that she is the Secretary of Shopping Center Investors, Inc., a North Carolina corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary. Witness my hand and notarial seal this 9 day of May, 2001



Commission expires 12/31/2003


Notary Public

The foregoing Certificate(s) of _____
is/are certified to be correct. This instrument and this certificate are duly registered at the date and in the Book and Page shown on the first page hereof

REGISTER OF DEEDS FOR MOORE COUNTY

By _____ Deputy/Assistant-Register of Deeds

DEED



JUDY D MARTIN
REGISTER OF DEEDS, MOORE
JUDICIAL BUILDING
100 DOWD STREET
CARTHAGE, NC 28327

Filed For Registration 05/14/2001 10 43:19 AM
Book RE 1755 Page. 417-419
Document No 2001008298
DEED 3 PGS \$2,980.00
NC REAL ESTATE EXCISE TAX \$2,970 00
Recorder REGINA GARNER

State of North Carolina, County of Moore

The foregoing certificate of BETTY L JOHNSON Notary is certified to be correct This 14TH of May 2001

JUDY D MARTIN , REGISTER OF DEEDS By: Regina Garner
Deputy/Assistant Register of Deeds

2001008298
2001008298

TAX CARD PARCEL 20010129

PARID: 20010129 1036 MONROE ST
TOWNSHIP: 063 CITYNAME: CARTHAGE NBHD: 2105
COUNTY OF MOORE ROLL: REAL

Parcel

ParID / PIN: 20010129 / 858705081825
Record Type: REAL
Tax Year: 2022
Tax Jurisdiction: CG : CG
Township: 02 : CARTHAGE

Owner

Account Number: 18695100
Name: COUNTY OF MOORE

Mailing Address: PO BOX 905

CARTHAGE NC 28327

Legal

Physical Address: 1036 MONROE ST
Legal Description 1: SOCIAL SERVICES COMPLEX-CARRIA
Zoning: TBD
Plat Cabinet:
Slide:

Permits

Permit Date	Permit #	Purpose	Open/Closed
07-SEP-22	41934	ELECT	
23-FEB-22	38725	INT RENOV	
03-FEB-22	38385	MECH	
02-JUN-21	35241	MECH	
14-APR-21	34424	UPFIT	
30-MAR-21	34128	ELECT	
03-NOV-20	32223	MECH	
01-SEP-20	31461	MECH	
03-AUG-20	31011	MECH	
10-FEB-20	28599	MECH	
28-JUN-17	18589	MECH	
21-FEB-17	16942	ELECT	
03-MAY-13	4728	UPFIT	
06-FEB-12	2316	ELECT	
04-MAR-10	1-363	INT RENOV	
12-NOV-08	83195	GAZEBO	
01-OCT-08	82900	ELECT	
13-FEB-08	80406	HT/AC	
05-MAY-06	61662	ELECT	
03-DEC-04	43700	ADDS/ALT	
21-FEB-02	20456	ELEC HT?	

Recorded Transaction

Date	Book	Page	Sale Price	Validity Code
14-MAY-01	1755	417	1,485,000	

TAX CARD

PARID: 00006064	CITYNAME: CARTHAGE	NC 24-27 HWY
TOWNSHIP: 063		NBHD: 210S
COUNTY OF MOORE		ROLL: REAL

Parcel

ParID / PIN:	00006064 / 858705082420
Record Type:	REAL
Tax Year:	2022
Tax Jurisdiction:	CG : CG
Township:	02 : CARTHAGE

Owner

Account Number:	18695100
Name:	COUNTY OF MOORE
Mailing Address:	PO BOX 905
	CARTHAGE NC 28327

Legal

Physical Address:	NC 24-27 HWY
Legal Description 1:	CARRIAGE OAKS DEVELOPMENT PROPERTY
Zoning:	TBD
Plat Cabinet:	
Slide:	

Recorded Transaction

Date	Book	Page	Sale Price	Validity Code
30-JUN-05	2835	20	0	
14-MAY-01	1755	420	0	
30-JUL-84	521	656	0	

Description

NBHD Code / Name:	210S :
Class:	EX : EXEMPT/EXCLUDED
Land Use:	E01 : GOVERNMENT (278.1)
Living Units:	0
Topography:	4 : ROLLING
Location:	2 :
Parking:	1 : OFF STREET
Traffic:	:
Utilities:	1 :
	:
Restrictions:	:
Deeded Acres:	13.46
Calculated Acres:	13.46
VC Notice / VC Date:	R : 20-MAR-19

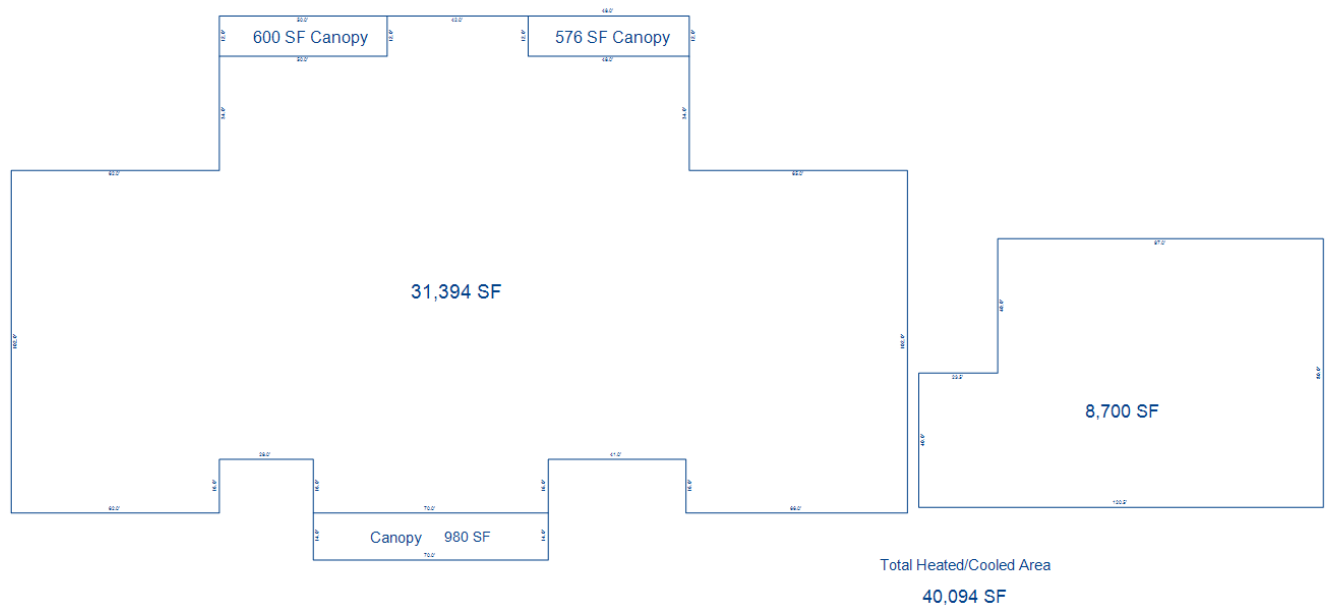
Field Notes

Note:	Number:
20010129	1

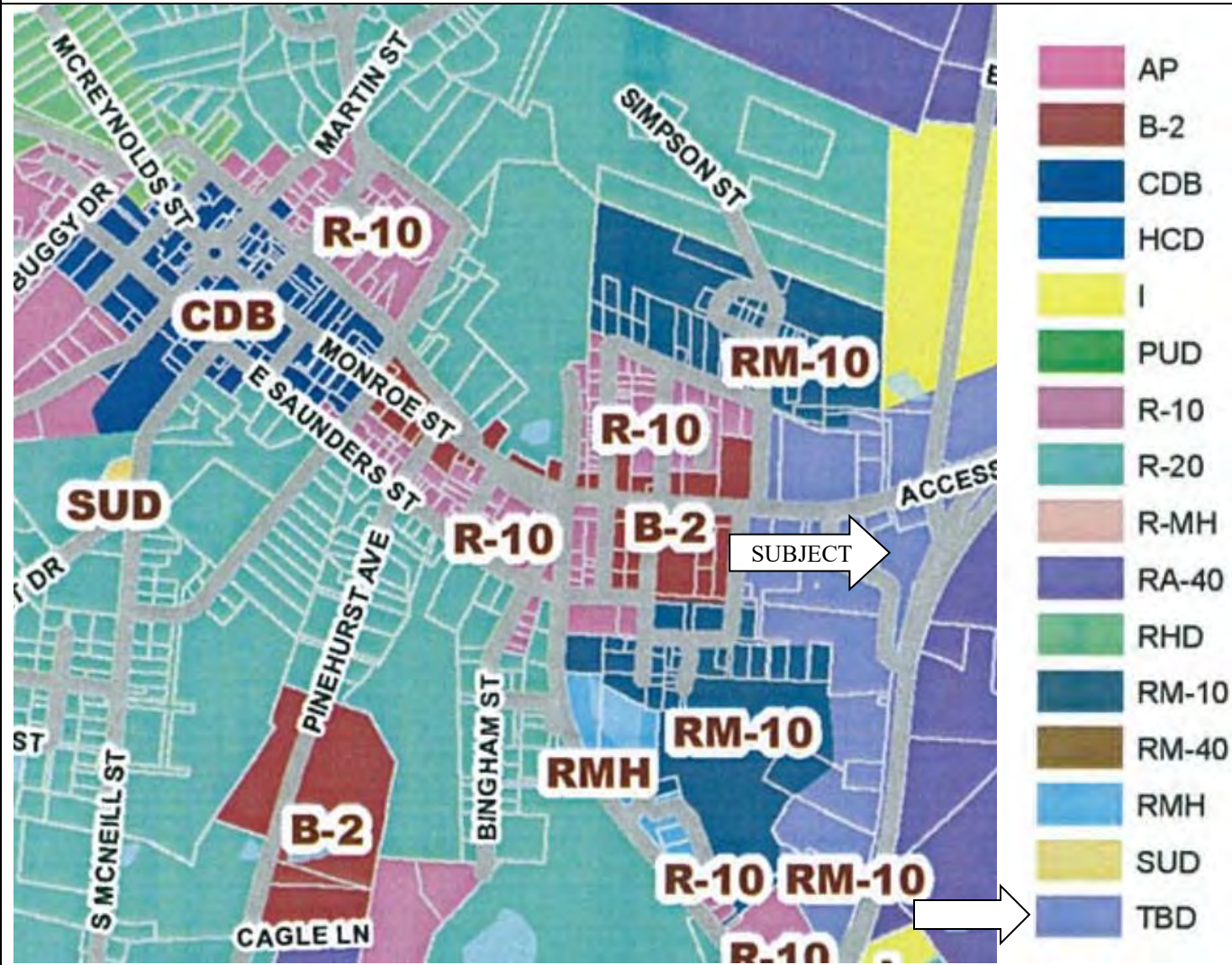
Valuation

Appraised Land:	1,591,250
Appraised Building:	0
Appraised Total:	1,591,250
Deferred:	0
Exempts/Excluded:	1,591,250
Assessed Real:	0
Personal:	
Total Assessed:	0

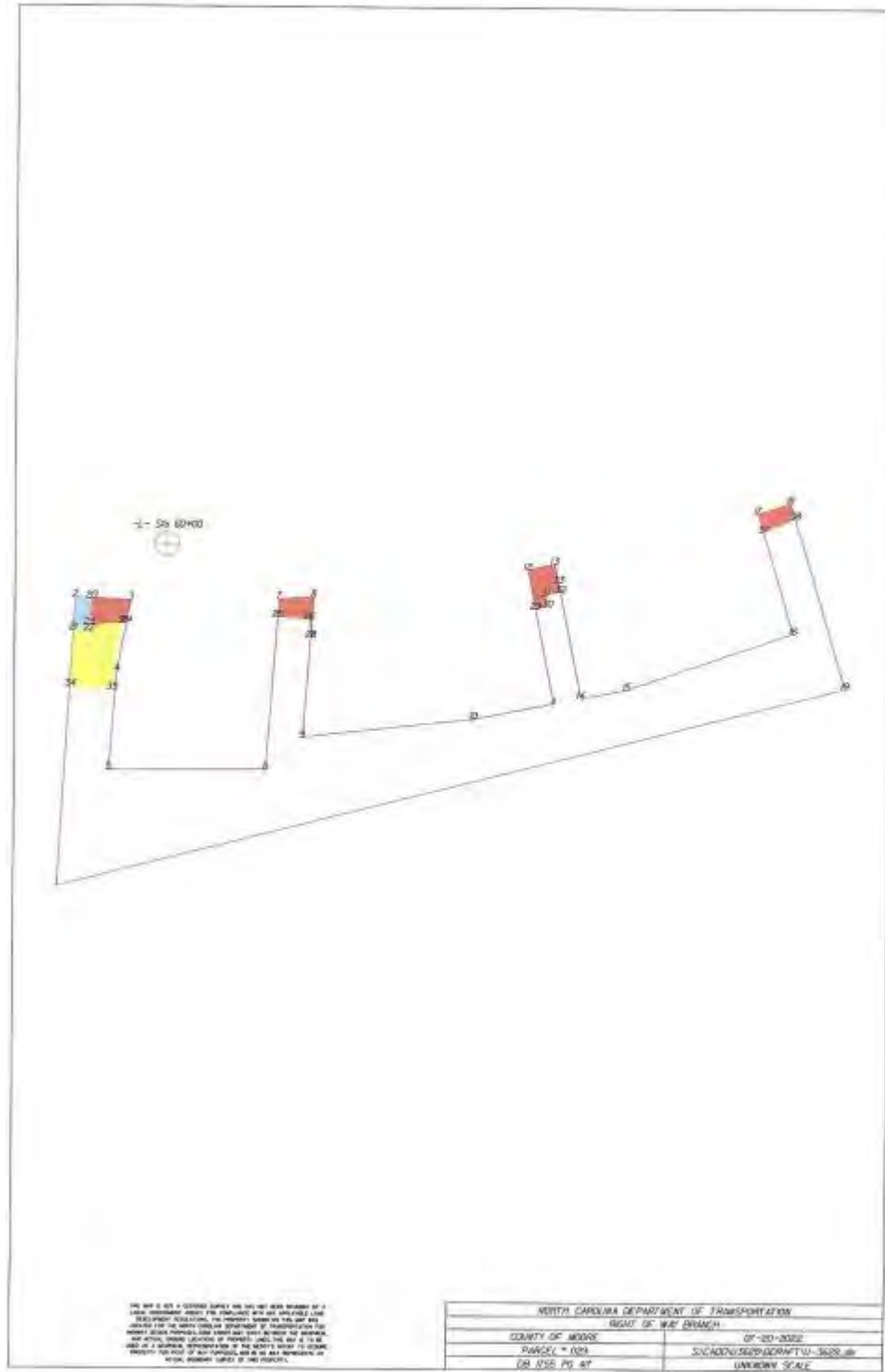
SKETCH



ZONING MAP



CADD MAP



CADD MAP

LINE FROM - TO	SQR FT	ACRES	SQR M	HECTARES
FROM - TO	408260	9.079	27492	6.699
1- 50+ 60+00 - 30	81739	2494	5 5738 5427 W	
30 - 20	14047	4.20	8 3044 4847 W	
20 - 10	20558	6.04	5 3202 2027 W	
10 - 00	8943	4.0	5 8814 8027 E	
00 - 30	20680	6.04	N 3705 5127 E	

LINE FROM - TO	SQR FT	ACRES	SQR M	HECTARES
FROM - TO	70752	0.07	65467	0.007
1- 30+ 60+00 - 1	16640	0.317	5 3212 27 W	
1 - 20	14652	0.264	8 3077 37 W	
20 - 10	21556	0.63	5 3705 02 W	
10 - 00	32042	0.93	W 8814 8027 E	
00 - 1	25437	0.280	8 3730 52 E	

LINE FROM - TO	SQR FT	ACRES	SQR M	HECTARES
FROM - TO	55154	0.07	51240	0.007
1- 50+ 60+00 - 8	13686	0.400	5 0239 4027 E	
8 - 7	20274	0.597	5 2823 3527 W	
7 - 25	35465	0.820	5 4717 37 W	
25 - 10	37449	0.860	5 8870 3127 E	
10 - 00	36500	0.839	5 3737 37 E	
00 - 00	0250	0.004	N 8732 3427 E	
00 - 8	28240	0.654	N 4707 37 E	

LINE FROM - TO	SQR FT	ACRES	SQR M	HECTARES
FROM - TO	724022	16.62	67130	1.662
1- 50+ 60+00 - 13	330468	0.540	2 2707 5427 E	
13 - 12	24034	0.406	5 7730 5627 W	
12 - 20	55487	0.810	5 7422 27 E	
20 - 30	0271	0.008	8 7707 5547 E	
30 - 0	03000	0.048	8 3705 02 W	
0 - 50	15354	0.430	N 7249 5527 E	
50 - 30	50027	0.730	W 8732 3427 W	
30 - 13	45363	0.662	N 0752 37 W	

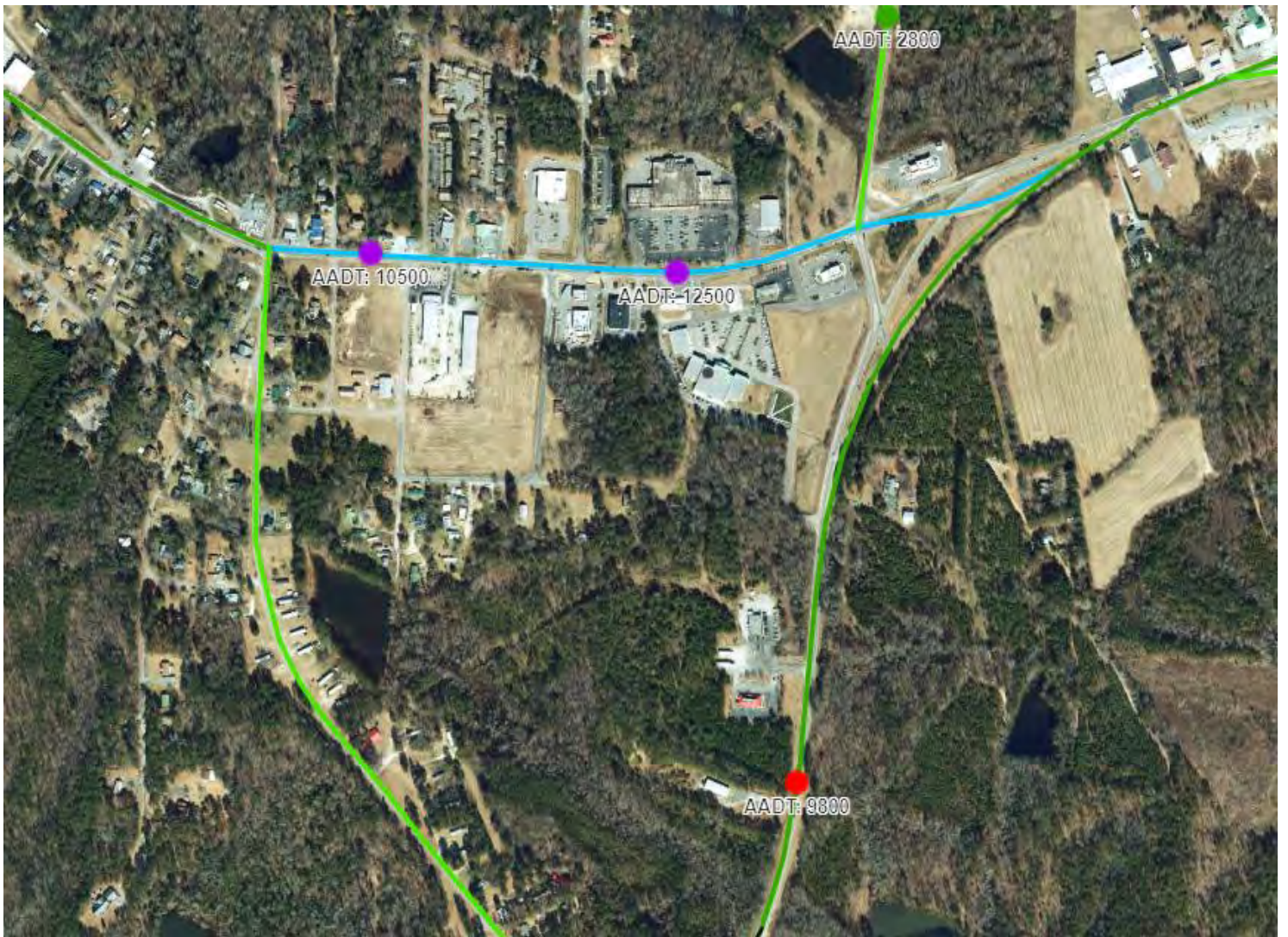
LINE FROM - TO	SQR FT	ACRES	SQR M	HECTARES
FROM - TO	228384	0.260	200577	0.026
1- 50+ 60+00 - 25	50427	0.430	3 4538 2027 W	
25 - 34	49345	0.423	5 3732 2027 W	
34 - 30	37276	0.380	5 2845 0227 E	
30 - 30	58365	0.830	N 7249 5527 E	
30 - 25	38486	0.884	5 0244 8027 W	
25 - 25	5529	0.005	5 3705 02 W	
25 - 0	14461	0.410	8 8074 3227 W	

LINE FROM - TO	SQR FT	ACRES	SQR M	HECTARES
FROM - TO	47507	0.09	44089	0.009
1- 50+ 60+00 - 30	546225	0.640	N 0257 4627 E	
30 - 0	30000	0.69	5 7707 5427 W	
0 - 30	0271	0.014	5 8877 3427 E	
30 - 30	20460	0.490	N 0277 4627 E	
30 - 0	14396	0.408	N 8732 3427 W	

NOT TO SCALE
 THIS MAP IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY.
 THE NORTH ARROW INDICATES THE DIRECTION OF THE NORTH ARROW.
 THE DISTANCE BETWEEN THE NORTH ARROW AND THE NORTH ARROW IS 100 FEET.
 THE DISTANCE BETWEEN THE NORTH ARROW AND THE NORTH ARROW IS 100 FEET.
 THE DISTANCE BETWEEN THE NORTH ARROW AND THE NORTH ARROW IS 100 FEET.
 THE DISTANCE BETWEEN THE NORTH ARROW AND THE NORTH ARROW IS 100 FEET.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY DIVISION	
DATE OF MEETING	07-20-2022
PROJECT #	2020-0000000000-0000
BY	UNAPPROVED

NCDOT Annual Average Daily Traffic Counts



FLOOD MAP



PIN	Approximate location based on user input and does not represent an authoritative property location	SPECIAL FLOOD HAZARD AREAS	<div>Without Base Flood Elevation (BFE) Zone A, V, A99</div> <div>With BFE or Depth</div> <div>Regulatory Floodway Zone AE, AO, AH, VE, AR</div>	<div> 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation </div> <div> 17.5 Coastal Transect </div> <div> Base Flood Elevation Line (BFE) </div> <div> Limit of Study </div> <div> Jurisdiction Boundary </div>
MAP PANELS	<div> Selected FloodMap Boundary </div> <div> Digital Data Available </div> <div> No Digital Data Available </div> <div> Unmapped </div>		<div>0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X</div> <div>Future Conditions 1% Annual Chance Flood Hazard Zone X</div> <div>Area with Reduced Flood Risk due to Levee. See Notes. Zone X</div> <div>Area with Flood Risk due to Levee Zone D</div>	<div>OTHER FEATURES</div> <div> Coastal Transect Baseline </div> <div> Profile Baseline </div> <div> Hydrographic Feature </div>
	<div>NO SCREEN Area of Minimal Flood Hazard Zone X</div> <div>Effective LOMRs</div> <div>Area of Undetermined Flood Hazard Zone D</div>	OTHER AREAS OF FLOOD HAZARD		<div>GENERAL STRUCTURES</div> <div> Channel, Culvert, or Storm Sewer </div> <div> Levee, Dike, or Floodwall </div>

SOIL MAP



Search			
Map Unit Legend			
Moore County, North Carolina (NC125)			
Moore County, North Carolina (NC125)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
FaB	Fuquay loamy sand, 0 to 6 percent slopes	8.2	36.4%
VcB	Vaucluse gravelly sandy loam, 2 to 8 percent slopes	6.4	28.6%
VcD	Vaucluse gravelly sandy loam, 8 to 15 percent slopes	7.4	32.8%
W	Water	0.5	2.2%
Totals for Area of Interest		22.5	100.0%

SAMUEL H. PATE
THE CAPE FEAR REAL ESTATE GROUP
3905 OLEANDER DRIVE, SUITE 3
WILMINGTON, NC 28403 (910) 833-8291

EDUCATION

BS – NORTH CAROLINA STATE UNIVERSITY, 2006
North Carolina – Certified General Real Estate Appraiser, License Number A-7281
Basics of Real Estate Appraisal, Wilmington, North Carolina, 2007
Valuation Principles & Procedures, R-2, Wilmington, North Carolina, 2007
Applied Residential Property Valuation, R-3, Wilmington, North Carolina, 2007
Introduction to Income Property Appraisal, G-1, Wilmington, North Carolina, 2007
Advanced Income Capitalization Techniques, G-2, Wilmington, North Carolina, 2007
Applied Income Property Valuation, G-3, Wilmington, North Carolina, 2007
Advanced Market Analysis and Highest and Best Use, Chicago, Illinois, 2011
Advanced Income Capitalization, Fort Lauderdale, Florida, 2011
Advanced Applications, Greensboro, North Carolina, 2011
Business Practices and Ethics, Wilmington, North Carolina, 2011
Forecasting Revenue, Appraisal Institute, Online, 2012
Appraisal Evaluation Seminar, Appraisal Institute, Greensboro, North Carolina, 2014
The New FHA Handbook, McKissick, Online 2015
The Appraisal of Fast-Food Facilities, McKissick, Online 2015
National USPAP Update, Wilmington, North Carolina 2016
NCDOT Appraisal Principal and Procedures, Wilson, North Carolina 2017
Complexities of Appraising Rural Properties, Wilson, North Carolina 2017
Understanding Residential Construction, McKissick, Online 2017
NC Supervisory Trainee Course, McKissick, Online 2017
National USPAP Update, Wilmington, North Carolina 2018
The Basics of Expert Witness Testimony for Commercial Appraisers, McKissick, Online 2019
Appraising Small Apartment Buildings, McKissick, Online 2019
Appraisal of Self-Storage Facilities, McKissick, Online 2019

MEMBERSHIPS

Associate Member, Appraisal Institute
National Association of Realtors
North Carolina Association of Realtors
Wilmington Regional Association of Realtors
Realtors Commercial Alliance of Southeastern North Carolina
National Registry

EXPERIENCE

The Overton Group, Broker, 2018 - Present
The Cape Fear Real Estate Group, Principal, 2012 – Present
Coldwell Banker Commercial, Broker, 2014 – 2018
The Clontz Newkirk Real Estate Group, Senior Staff Appraiser, 2007- 2012

PROPERTY TYPES APPRAISED

Land
Residential Multi-Family
Commercial Multi-Tenant
Institutional
Marinas

Hotels
Commercial Single-Tenant
Industrial
Subdivisions

CLIENTS

First Bank
Vantage South Bank
Marine Federal Credit Union
Bank of the Ozarks
North Carolina Department of
Transportation
First South Bank
Gulfcoast, LLC
North State Acquisitions, LLC
Kurt B. Fryar Law Firm

New Bridge Bank
Coastal Bank and Trust
BB&T
Regions Bank
Valuation Management Group

Coastal Federal Credit Union
Telics, LLC
O.R. Colan & Associates, LLC

COURT APPEARANCES

October 12, 2015 14-CVS-919 Superior Court, Brunswick County, North Carolina
Edward F. Wilkie, et ux vs. City of Boiling Spring Lakes

DEPOSITIONS

June 23, 2017 16-CVS-289 Superior Court Division, New Hanover County, North Carolina. Department of Transportation vs. RI CS5, LLC and Worsley



LAWSON WADE CURRIE
THE CAPE FEAR REAL ESTATE GROUP
3905 OLEANDER DRIVE, SUITE 3
WILMINGTON, NC 28403 (910) 833-8291

EDUCATION

BS – UNIVERSITY OF NORTH CAROLINA WILMINGTON, 2017
North Carolina – Certified General Real Estate Appraiser, License Number A-8906
Basic Appraisal Principles, Raleigh, North Carolina, 2017
Basic Appraisal Procedures, Raleigh, North Carolina, 2017
Residential Market Analysis, Highest & Best Use, Raleigh, North Carolina, 2017
National USPAP 15- Hour Course, Raleigh, North Carolina, 2017
Supervisor Appraiser/ Trainee Appraiser, Raleigh, North Carolina, 2017
Land and Site Valuation, McKissock, Online 2019
The Cost Approach, McKissock, Online 2019
The Income Approach: An Overview, McKissock, Online 2019
General Appraiser Market Analysis Highest and Best Use, McKissock, Online 2020
General Appraiser Sales Comparison Approach, McKissock, Online 2020
General Appraiser Site Valuation and Cost Approach, McKissock, Online 2020
7-Hour National USPAP Update Course, McKissock, Online 2020
Expert Witness for Commercial Appraisers, McKissock, Online 2020
General Report Writing & Case Studies, McKissock, Online 2020
Commercial Appraisal Review, McKissock, Online 2020
General Appraiser Income Approach, McKissock, Online 2021
Statistics, Modeling and Finance, McKissock, Online 2021
2022-2023 7-Hour National USPAP Update Course, McKissock, Online 2022

EXPERIENCE

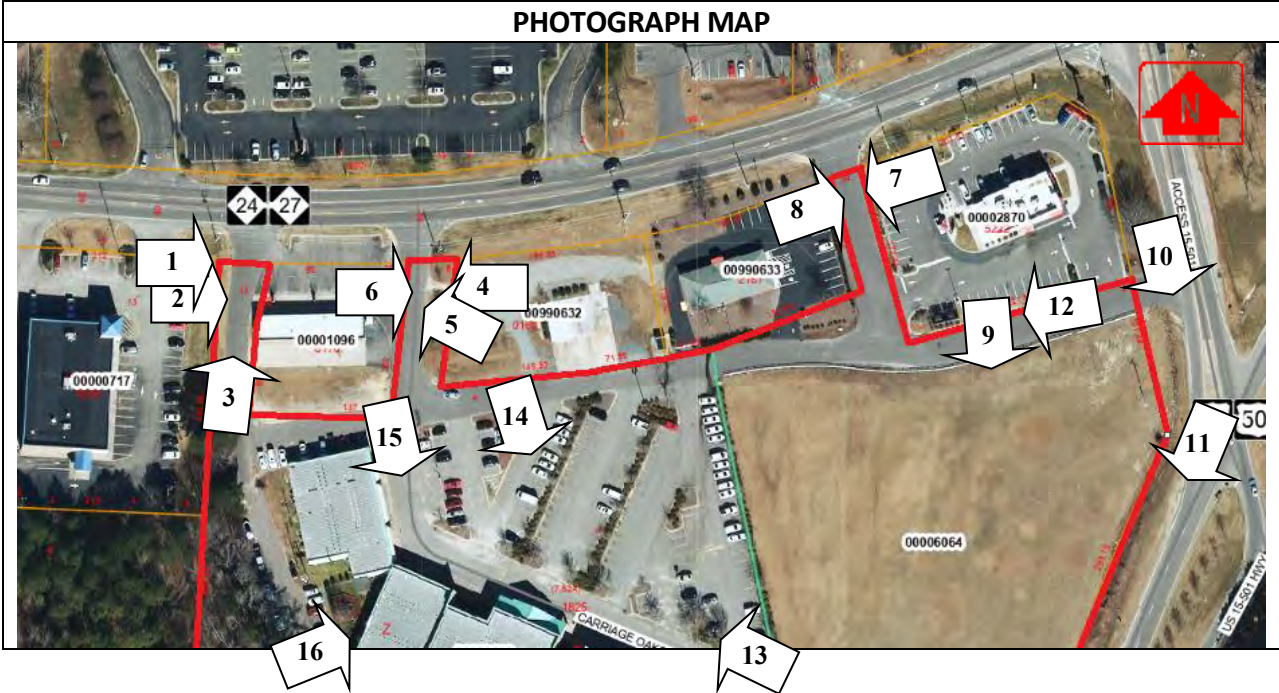
The Cape Fear Real Estate Group, Certified General Appraiser June 2022 – Present
The Cape Fear Real Estate Group, Real Estate Broker July 2020 – Present
ILM Rentals, LLC, Principal, 2018 - Present
The Overton Group, Commercial Broker, 2018 - 2020
The Cape Fear Real Estate Group, Trainee Appraiser July 2017 – May 2022

PROPERTY TYPES APPRIASED

Hotels
Land
Industrial
Residential Multi-Family
Commercial –Single Tenant
Commercial –Multi Tenant
Subdivisions
Self-Storage

LICENSE





PHOTOGRAPHS OF SUBJECT

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

- 1.) **EASTERLY VIEW OF THE SUBJECTS EXISTING FRONTAGE ALONG MONROE STREET, THE PROPOSED DUE, PUE, TCE AREA AND AFFECTED ASPHALT PAVING.**

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

- 2.) **VIEW EAST AT THE PROPOSED PUE AREA, DUE AREA AND AFFECTED SITE IMPROVEMENTS.**

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

3.) NORTH FACING VIEW OF THE WESTERN MOST ACCESS POINT FROM MONROE STREET.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

4.) EAST FACING VIEW ALONG THE PROPOSED PUE AREA.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

5.) NORTHWEST FACING VIEW OF THE PROPOSED PUE AREA AND AFFECTED ASPHALT PAVING AND SEEDED YARD AREA.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

6.) VIEW EAST ALONG THE PROPOSED PUE AREA AT THE AFFECTED ASPHALT PAVING.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

7.) VIEW EAST AT THE PROPOSED PUE AREA AND THE AFFECTED ASPHALT PAVING/ SEEDED YARD AREA.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

8.) EAST FACING VIEW ALONG THE PROPOSED PUE AREA.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

9.) VIEW SOUTH OF THE UNAFFECTED REMAINDER.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

10.) VIEW SOUTHWARD OF THE SUBJECTS FRONTAGE ALONG ACCESS TO US HIGHWAY 15-501.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

11.) VIEW SOUTH-SOUTHWESTERLY AT THE SUBJECTS FRONTAGE ALONG US HIGHWAY 15-501.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

12.) INTERNAL ROAD AT THE SUBJECT.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

13.) WESTWARD FACING VIEW OF THE SUBJECTS PRIMARY UNAFFECTED IMPROVEMENTS.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

14.) SOUTHWARD VIEW OF THE SUBJECTS UNAFFECTED PRIMARY IMPROVEMENTS.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

15.) ADDITIONAL VIEW OF AT THE SUBJECTS PRIMARY IMPROVEMENTS.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

16.) REAR VIEW OF THE SUBJECTS PRIMARY IMPROVEMENTS.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

17.) TYPICAL CONFERENCE ROOM.

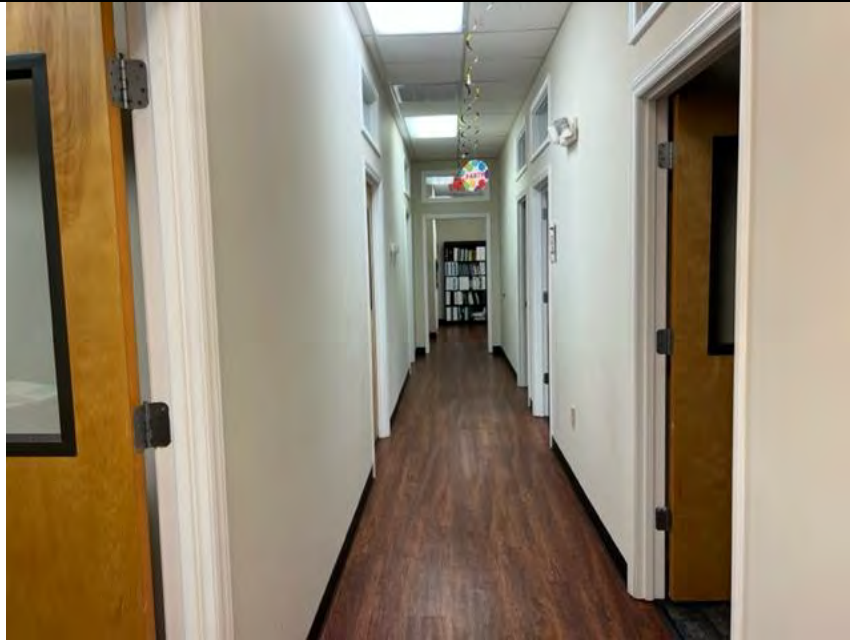
Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

18.) TYPICAL INTERIOR OFFICE.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

19.) INTERIOR HALLWAY.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

20.) ADDITIONAL OFFICE AREA.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

21.) TYPICAL RECEPTIONIST AREA.

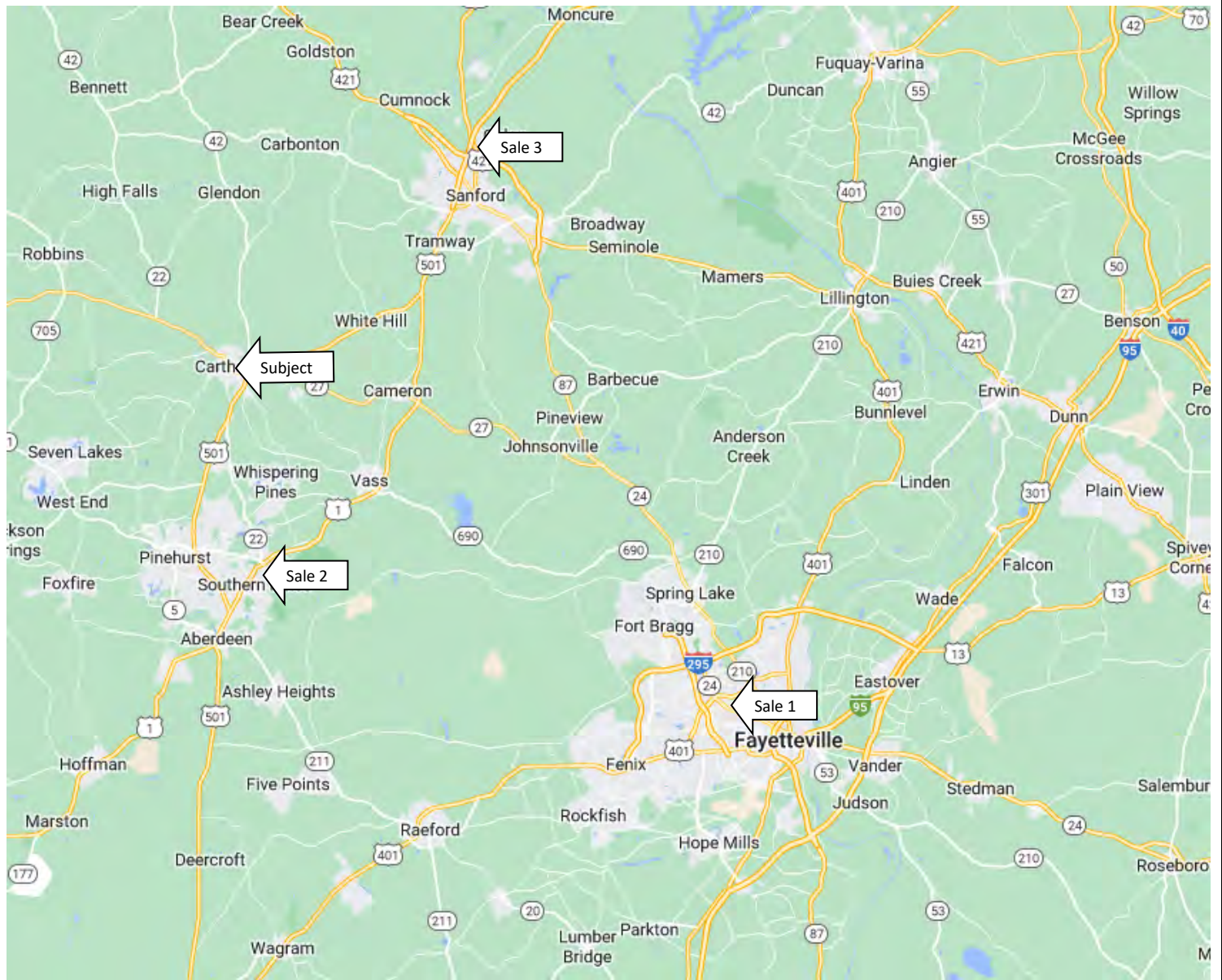
Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 029



Picture Taken by L. Wade Currie on 09/21/2022

22.) ADDITIONAL INTERIOR VIEW.

COMPARABLE SALES MAP



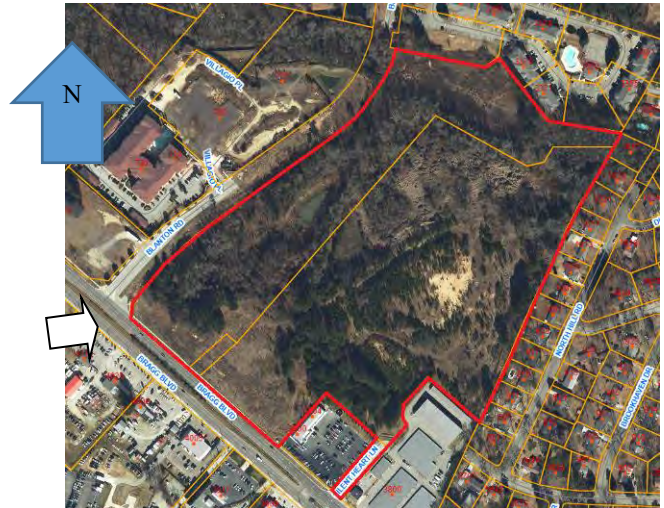
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY BRANCH
COMPARABLE No: 1

Date: August 4, 2022 **Deed Book/Page:** 11540/485 **Stamps:** \$9,500 **County:** Cumberland
Grantor: 3701 Limited Partnership **Grantee:** The Villagio Apartments Phase III, LLC
Location: 3910 Bragg Boulevard, Cumberland County, Fayetteville, North Carolina 28303.
Sales Price: \$4,750,000 **Confirmed by (Name):** Broker: Shelley Bhatia (910)-273-8474
Financing: Cash to seller
Condition of Sale and Reason Bought/Sold: Arm's Length / Purchased for multifamily development
Present Use: Vacant **Zoning:** CC, Community Commercial
Highest & Best Use: Multifamily Development
Size: 37.560- acres **Shape:** Slightly Irregular **Topography:** Level and at grade with Bragg Boulevard
Existing R/W Area: N/A **Area Cleared/Wooded:** Wooded
Soil Type: Ur, Bdd, BaD, FeB **Drainage:** Appears adequate **Available Utilities:** All Municipal
Access: Bragg Boulevard & Blanton Road **Frontage:** ±746 ft. Bragg Boulevard, ±613 ft. Blanton Road
Improvements: None of contributory value
Lessor: N/A **Lessee:** N/A
Rentable Area: N/A **Rent:** N/A **V&C:** N/A **Expenses:** N/A **Term:** N/A
Unit Price: \$126,464/AC **Tax ID:** 0418-75-1881, 0418-74-1525, 0418-64-5959, 0418-75-2191

Other Pertinent Information: This was an arm's length transaction. According to selling broker Shelley Bhatia the purchaser plans to develop the site with multifamily.



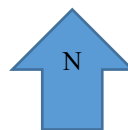
Taken by: Samuel H. Pate
Date Inspected 12/28/2022



NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY BRANCH
COMPARABLE No: 2

Date: March 21, 2022 **Deed Book/Page:** 5816/479 **Stamps:** \$8,064 **County:** Moore
Grantor: Francis T. Maser, Trustee of the Francis Maser Revocable Trust u/a/d January 13, 2014. **Grantee:** VG Pines Residential, LLC
Location: Terminus of West Rhode Island Avenue, Moore County, Southern Pines, North Carolina 28387.
Sales Price: \$4,032,000 **Confirmed by (Name):** Attorney 910-693-3741
Financing: Cash to seller
Condition of Sale and Reason Bought/Sold: Arm's Length / Medium-High Density Residential Development
Present Use: Vacant **Zoning:** Southern Pines OS, Office Services
Highest & Best Use: Development with a medium to high density residential use
Size: 23.726- acres **Shape:** Irregular **Topography:** Level and at grade with all surrounding streets.
Existing R/W Area: N/A **Area Cleared/Wooded:** Wooded
Soil Type: CbC, VaD **Drainage:** Appears adequate **Available Utilities:** All Municipal
Access: NE Service Road, West Maine Avenue, West Rhode Island Ave **Frontage:** ±2,655 ft. NE Service Road, ±80 ft. Terminus of West Maine Avenue, ±80 ft. Terminus of West Rhode Island Avenue.
Improvements: None of contributory value
Lessor: N/A **Lessee:** N/A
Rentable Area: N/A **Rent:** N/A **V&C:** N/A **Expenses:** N/A **Term:** N/A
Unit Price: \$169,940/ per acre **Tax ID:** 0003289, 00032830, 00039174

Other Pertinent Information: A paralegal with closing attorney, Frank C. Thigpen, Attorney at Law indicated the transfer of the subject was between unrelated parties. She was unable to share any additional information regarding the transfer or the purchaser's plans for the site. The transfer included three individual parcels, the larger of which is bifurcated by the future expansion area for West Rhode Island Avenue.

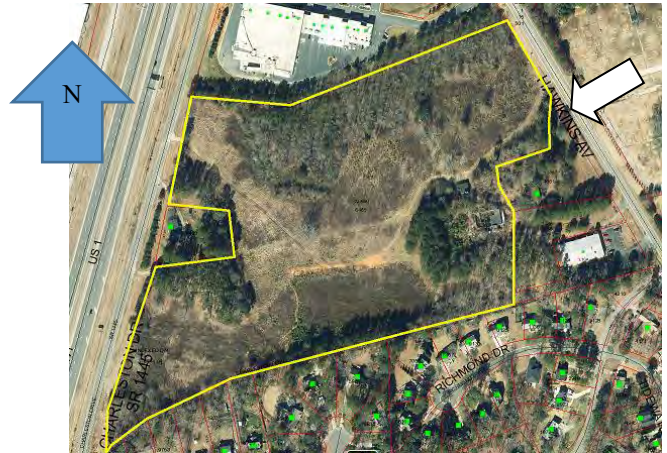


Taken by: Samuel H. Pate
Date Inspected 12/28/2022

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY BRANCH
COMPARABLE No: 3

Date: December 15, 2021 **Deed Book/Page:** 1665/0398 **Stamps:** \$4,200 **County:** Lee
Grantor: East Sanford Baptist Church **Grantee:** Keller Investment, LLC
Location: Located on the western side of Hawkins Ave beginning approximately ±870' south-southwest of its intersection with Amos Bridges Road, Sanford, Lee County, North Carolina 27330.
Sales Price: \$2,100,000 **Confirmed by (Name):** Broker: Scott Hadley 919-906-0524
Financing: Cash to seller
Condition of Sale and Reason Bought/Sold: Arm's Length / Purchased for multifamily development
Present Use: Vacant **Zoning:** C-2; Commercial
Highest & Best Use: Multifamily Development
Size: 23.421- acres **Shape:** Irregular **Topography:** Level and at grade with all surrounding streets
Existing R/W Area: N/A **Area Cleared/Wooded:** Cleared/Wooded
Soil Type: MfD, MfB **Drainage:** Appears adequate **Available Utilities:** All Municipal
Access: Charleston Drive, Hawkins Avenue **Frontage:** ±967 ft. Charleston Drive, ±276 ft. Hawkins Avenue.
Improvements: None of contributory value
Lessor: N/A **Lessee:** N/A
Rentable Area: N/A **Rent:** N/A **V&C:** N/A **Expenses:** N/A **Term:** N/A
Unit Price: \$89,663/ per acre **Tax ID:** 9644-53-6465-00

Other Pertinent Information: This was an arm's length transaction. According to selling broker, Scott Hadley the buyer plans to develop multifamily apartments. He further stated the site featured a slightly challenging topography due to multiple natural low areas.



Taken by: Samuel H. Pate
Date Inspected 12/28/2022

Limiting Conditions

Unless specifically stated otherwise in this report, this appraisal is contingent upon the following premises and conditions:

I assume no responsibility for legal matters nor do I render any opinion as to the title, which is assumed to be good. Any existing liens or encumbrances, now securing the payment of money, have been disregarded.

The client of this report is TELICS. The intended users of this report are TELICS, the North Carolina Department of Transportation and/or its assigns, the North Carolina Department of Justice, the Federal Highway Administration (FHWA), and the appropriate Trial Court and Jury. This appraisal report is prepared for the sole and exclusive use of the appraiser's client and/or its assigns.

The opinions, estimates, data, and statistics furnished by others are assumed to be correct. I assume no responsibility for errors or omissions, nor for undisclosed information which might otherwise affect the valuation estimate.

The distribution of the total valuation between land and improvements applies only under the hypothesis of highest and best use. The separate valuations for land and improvements must not be used in conjunction with any other valuation estimate. They are invalid if so used.

Values are reported in dollars based on currency prevailing on the effective date of the appraisal.

Inflation has been a fact of life in our economy for decades. Its erosive effect on purchasing power has been more apparent in the past decade. The appraiser is faced with a choice between constant or changing dollars, in conducting the various analyses. Constant dollars implies a constant purchasing power regardless of the time frame. Changing dollars are those expected to be paid or recovered. Rates of return on realty investments are typically quoted in changing dollars, particularly mortgage interest rates and land yield rates. It is neither customary nor convenient to convert future income estimates to constant dollar equivalents with the passage of time. Thus, the analyses and value estimates are conducted in the context of changing dollars.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structure that would make it more or less valuable. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances.

I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the Americans with Disabilities Act (ADA). It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

The North Carolina Department of Transportation has specific guidelines with respect to the reporting process. As a result, this report is subject to the Jurisdictional Exception Rule of USPAP with respect to Standard Rules 1 and 2.

The Uniform Standards of Professional Appraisal Practice, USPAP, Advisory Opinion 28 (AO-28) Scope of Work Decision, Performance, and Disclosure discusses the following: The flexibility and responsibility are linked in the Scope of Work Rule when it states: Appraisers have broad flexibility and significant responsibility in determining the appropriate scope of work for an appraisal or appraisal review assignment. This responsibility is described when the scope of work rule states: The

appraiser must be prepared to demonstrate that the scope of work is sufficient to produce credible assignment results. This Advisory Opinion states: "The client, for example might request that the appraiser include, or exclude, specific inspection, data collection, or analysis in the scope of work. The appraiser may agree to perform an assignment with these types of assignment conditions provided that the assignment results are credible in the context of the intended use." Considering the intended use of this report, which is to assist in acquisition of private property for public use under North Carolina eminent domain laws, excluding unaffected improvements and land areas in a "before" and "after" appraisal is deemed acceptable, when appropriate.

The parcel size has been taken from information provided by the North Carolina Department of Transportation. According to this information the subject totals 21.463-acres.

The entire 21.463-acres will be examined and valued within this appraisal report. The property is improved with a large shopping center known as Carriage Oaks Shopping Center which is now occupied by Moore County and houses various county operations offices. Only the affected site improvements have been valued within this report. In the case of the subject the affected site improvements include asphalt paving and landscaping consisting of seeded yard area.

According to NCDOT any asphalt, concrete, and gravel paving or concrete curb and gutter located within a TCE area that is damaged during construction will be repaired or replaced following the completion of the project and therefore shall not be valued as an affected improvement. The asphalt paving located within the TCE area at the subject has not been valued within this report. Therefore, only the landscaping comprised of seeded yard area located within the TCE area have been valued.

Based on a review of the proposed plans the subject features four points of frontage along Monroe Street. However, based on the Moore County tax records and GIS there are only three points of frontage. Conversations with right of way agent, Lance Laliberte indicated there were four points of frontage and the appraiser should continue under this assumption and complete the appraisal per the plans.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions and recommendations.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.


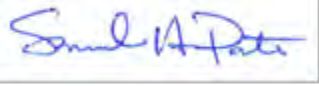


My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

Samuel H. Pate and L. Wade Currie made a personal interior and exterior inspection of the property that is the subject of this report. Samuel H. Pate and L. Wade Currie have made an inspection of the comparable sales.

Samuel H. Pate nor Lawson Wade Currie have provided any services related to the subject within the last three years as an appraiser or in any other capacity.

This report was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

		1/19/2023
	Samuel H. Pate	January 19, 2023
		1/19/2023
	Lawson Wade Currie	January 19, 2023

North Carolina Department of Transportation - Right of Way Unit

Certificate of Appraiser

TIP/Parcel No.: U-3628 029 WBS Element: 44672.2.1 County: Moore

Description: NC 24-27 (Monroe Street) West of NC 22 to US 15/501 in Carthage

Property Owner's Name: County of Moore Fed Aid Project: N/A

I HEREBY CERTIFY THAT:

I have ☐, have not ☒, performed ANY appraisal and NO other services as an appraiser or any other capacity, regarding the property that is the subject of this appraisal within the three year period immediately preceding acceptance of this assignment. If "Have" box is marked, please see Scope of Appraisal Section for details.

I have personally inspected the property herein appraised and that I have also made a personal field inspection of the comparable sales/rentals relied upon in making said appraisal. The subject and the comparables relied upon in making said appraisal were as represented by the photographs contained in said appraisal. I have given the owner or his designated representative the opportunity to accompany me during my inspection of the subject property.

Any decrease or increase in the "Market Value" of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, is disregarded in determining the compensation for the property.

The statements of fact contained in this appraisal report are true and correct, and the reported analyses, opinions and conclusions, subject to the critical assumptions and limiting conditions herein set forth, are my personal, unbiased, professional analyses, opinions and conclusions.

I understand such appraisal may be used in connection with the acquisition of or disposal of right-of-way for a highway to be constructed by the **State of North Carolina**, and that such appraisal has been made in conformity with appropriate State laws, regulations, and policies and procedures applicable to appraisal of right-of-way for such purposes, and that to the best of my knowledge, no portion of the value assigned to such property consists of items which are "Non-Compensable" under established laws of the **State of North Carolina**.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in compliance with **NCDOT Real Estate Appraisal Standards and Legal Principles** and the **Uniform Standards of Professional Appraisal Practice**. The appraisals in this assignment are to be made in accordance with all of the requirements set out in the **NCDOT Real Estate Appraisal Standards and Legal Principles** and the **Uniform Standards of Professional Appraisal Practice** and shall also comply with all applicable **Local, State, and Federal** laws, ordinances, regulations, restrictions and/or requirements; and any additions, revisions and/or supplements thereto.

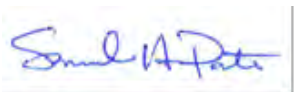
Neither my employment nor my compensation for making this appraisal is in any way contingent on the values reported herein.

I have no direct or indirect, present or prospective interest in neither the subject property nor any benefit from the acquisition of this property nor any bias with respect to the parties involved.

In addition to the undersigned, those persons duly noted in this report and under my direct supervision and responsibility, in so far as this particular appraisal is concerned, have contributed to the production of this appraisal. The analyses, conclusions or value estimates set forth in this appraisal are those of the undersigned.

I will not reveal the findings and results of such appraisal to anyone other than the proper officials of the **State of North Carolina** or officials of the **Federal Highway Administration** until authorized by State officials to do so, or until I am required to do so by **due process of law**, or until I am released from this obligation by having publicly testified as to such findings or to a duly authorized professional peer review committee.

My independent opinion of the difference in Market Value as of the 21st day of September, 20 22, is \$ 13,625 based upon my independent appraisal and the exercise of my professional judgment.



Specified Appraiser

1/19/2023

Date



Revenue Stamps \$ 28.00

PERMANENT UTILITY EASEMENT

THIS INSTRUMENT DRAWN BY Lance Laliberte CHECKED BY Llyod Johnston

RETURN TO: TELICS Right of Way Services
2540 Mill Street
Winterville, NC 28590

NORTH CAROLINA TIP/PARCEL NUMBER: U-3628 029
COUNTY OF Moore WBS ELEMENT: 44672.2.1
TAX PARCEL 00006064 ROUTE: NC 24-27 (Monroe Street) West of NC 22 to US 15/501 in Carthage

THIS EASEMENT, made and entered into this the 9th day of February 20 23
by and between County of Moore
P.O. Box 905
Carthage, NC 28237

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

THAT WHEREAS, the DEPARTMENT desires to construct and maintain a utility facility through and across the property of GRANTORS,

AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTORS,

NOW, THEREFORE, in consideration of said benefits, and further consideration of \$ 13,625.00 and other valuable considerations, GRANTORS hereby release the DEPARTMENT, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said utility facility across and through the lands of GRANTORS, and GRANTORS hereby give, grant, bargain, sell and convey unto the DEPARTMENT, its successors, and assigns, an easement for the construction and maintenance of a utility facility across and through the property of GRANTORS located in 02: Carthage Township, Moore County, and being more fully described in a deed recorded in Book 2835, Page 20, Moore County Registry, said easement being described as follows:

Permanent Utility Easements described as follows:

Area 1:
Point of beginning being S 32^1'1.2" W, 58.848 feet from -L- Sta 60+00 thence along a curve 34.659 feet and having a radius of 1600.000 feet. The chord of said curve being on a bearing of N 87^37'7.9" W, a distance of 34.658 feet thence to a point on a bearing of S 3^10'50.2" W 23.356 feet thence to a point on a bearing of N 86^44'9.9" E 32.042 feet thence to a point on a bearing of N 11^5'49.1" E 20.438 feet returning to the point and place of beginning. Having an area of 719.752 Sqr feet being 0.017 acres. Approximately.

Area 2 described as follows:
Point of beginning being S 69^59'40.7" E, 136.861 feet from -L- Sta 60+00 thence along a curve 30.274 feet and having a radius of 1600.000 feet. The chord of said curve being on a bearing of S 86^34'36.1" W, a distance of 30.274 feet thence to a point on a bearing of S 4^17'11.9" W 15.845 feet thence to a point on a bearing of S 86^15'31.5" E 27.590 feet thence to a point on a bearing of S 3^33'58.3" E 16.500 feet thence to a point on a bearing of N 87^32'34.7" E 0.158 feet thence to a point on a bearing of N 4^17'11.9" E 35.970 feet returning to the point and place of beginning. Having an area of 551.541 Sqr feet being 0.013 acres., approximately

Area 3 described as follows:

Point of beginning being S 87°12'58.7" E, 339.468 feet from -L- Sta 60+00 thence along a curve 24.035 feet and having a radius of 1250.000 feet. The chord of said curve being on a bearing of S 77°36'56.4" W, a distance of 24.034 feet thence to a point on a bearing of S 11°4'22.1" E 35.423 feet thence to a point on a bearing of N 79°16'38.4" E 10.717 feet thence to a point on a bearing of N 11°9'50.2" W 10.000 feet thence to a point on a bearing of N 78°41'25.2" E 13.354 feet thence to a point on a bearing of N 11°7'52.9" W 9.023 feet thence to a point on a bearing of N 11°7'52.9" W 16.960 feet returning to the point and place of beginning. Having an area of 724.829 Sqr feet being 0.017 acres, approximately

Area 4 described as follows:

Point of beginning being N 85°53'45.6" E, 546.223 feet from -L- Sta 60+00 thence along a curve 30.169 feet and having a radius of 1250.000 feet. The chord of said curve being on a bearing of S 71°21'54.3" W, a distance of 30.169 feet thence to a point on a bearing of S 16°21'58.9" E 17.171 feet thence to a point on a bearing of N 66°7'49.7" E 30.401 feet thence to a point on a bearing of N 16°20'52.7" W 14.396 feet returning to the point and place of beginning. Having an area of 473.917 Sqr feet being 0.011 acres, approximately

The final right of way plans showing the above described area are to be certified and recorded in the Office of the Register of Deeds for said county pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

Said Permanent Utility Easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The underlying fee owner shall have the right to continue to use the Permanent Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent utility easement area(s). It is further understood and agreed that Permanent Utility Easement shall be used by the Department for additional working area during the above described project.

IN ADDITION, and for the aforestated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

Permanent Drainage Utility Easement described as follows:

Point of beginning being S 53°38'34.0" W, 81.739 feet from -L- Sta 60+00 thence along a curve 14.047 feet and having a radius of 1600.000 feet. The chord of said curve being on a bearing of N 86°44'48.4" W, a distance of 14.047 feet thence to a point on a bearing of S 3°22'20.1" W 28.556 feet thence to a point on a bearing of S 86°14'32.7" E 14.143 feet thence to a point on a bearing of N 3°10'50.2" E 28.680 feet returning to the point and place of beginning. Having an area of 403.210 Sqr feet being 0.009 acres, approximately.

Said Permanent Drainage/Utility easement in perpetuity is for the installation and maintenance of drainage facilities and/or utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility and/or utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and/or utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility and/or utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent drainage/utility easement area(s). It is further understood and agreed that Permanent Drainage/Utility Easement shall be used by the Department for additional working area during the above described project. The underlying fee owner shall have the right to continue to use the Permanent drainage/Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

Temporary Construction Easement described as follows:

Point of beginning being S 46°56'55.3" W, 111.573 feet from -L- Sta 60+00 thence to a point on a bearing of S 3°22'20.1" W 49.913 feet thence to a point on a bearing of S 86°46'26.5" E 37.278 feet thence to a point on a

bearing of N 8°24'52.0" E 58.565 feet thence to a point on a bearing of S 86°44'9.9" W 28.491 feet thence to a point on a bearing of S 3°10'50.2" W 5.324 feet thence to a point on a bearing of N 86°14'32.7" W 14.143 feet

returning to the point and place of beginning. Having an area of 2158.984 Sqr feet being 0.050 acres, approximately.
It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described area(s) until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes are no longer needed. Any additional construction areas lying beyond the beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

This easement is subject to the following provisions only:

It is understood and agreed that the total consideration set forth above shall be made payable to **Schweizer & Associates, PLLC** and after satisfaction of all taxes, liens, encumbrances on this parcel, the remaining balance shall be disbursed in accordance with the Grantors' directions, and the Grantors shall have no claim against the Department as a result thereof.

There are no conditions to this EASEMENT not expressed herein.

To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 44672.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 44672.2.1 ,
Moore County; and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

IN WITNESS WHEREOF, the Grantors, pursuant to a resolution dated _____
Has caused this instrument to be signed in its corporate name by its Chairman of The Moore County Board of Commissioners, it's corporate seal hereto affixed, and attested by its Clerk of The Moore County Board of Commissioners, by order of the Moore County Commissioners, this day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

MOORE COUNTY, NORTH CAROLINA

BY: _____ (SEAL) ATTEST: _____

Chairman of the Moore County Board
Of Commissioners

Clerk of Moore County Board of Commissioners

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for
	_____ County, North Carolina, certify that
	_____ personally came
	before me this day and acknowledged that he/she is the CLERK of the
	_____ COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by
	its CHAIRMAN of the _____ COUNTY BOARD OF
	COMMISSIONERS, sealed with its corporate seal, and attested by
	_____ as its CLERK.
	Witness my hand and official seal this the _____ day of
	_____, 20 ____ .
	_____ Notary Public
	My commission expires: _____

SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES

TO: County of Moore	DATE: 2-14-23
1048 Monroe Street	TO: Lessee, if Applicable
Carthage, NC 28327	N/A
TIP/PARCEL NO.: U-3628 029	
COUNTY Moore	WBS ELEMENT: 44672.2.1
DESCRIPTION: NC 24-27 (Monroe Street) West of NC 22 to US 15 /501 in Carthage	

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$ 0.00
Value of Permanent Easements to be Acquired	\$ 7,825.00
Value of Temporary Easement (Rental of Land) to be Acquired	\$ 1,950.00
Value of Improvements to be Acquired	\$ 3,850.00
Damages, if any, to Remainder	\$ N/A
Benefits, if any, to Remainder	minus \$ N/A
TOTAL CONTINGENT OFFER	\$ 13,625.00

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book 2835, page 20, and Deed Book 1755 Page 417 Moore County Registry, contains approximately 21.463 acres of which 0.00 acres is being acquired as right of way, leaving 21.463 acres remaining on the right with access to Monroe Street. Being acquired is a Permanent Utility Easement containing approximately 0.058 acres approximately, a Permanent Drainage Utility Easement containing 0.009 acres, approximately, and, a Temporary Construction Easement containing approximately 0.050 acres, approximately. There are no other easement areas being acquired.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:
1,450 SF of asphalt paving, and landscaping.

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ N/A . Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was emailed to Rich Smith on February 14 20 23 . Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 910-620-3901

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.

Lance R Laliberte

(Signed) Lance Laliberte - Right of Way Agent

Agenda Item: III.H.
Meeting Date: May 16, 2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Richard Smith – Capital Projects Manager

DATE: May 5, 2023

SUBJECT: Summary Statement/Contingent Offer to Purchase Real Property Due to the Acquisition of Right Of Way and Damages for County of Moore owned Parcel No U-3628 033, NC 24-27 (302 Monroe Street), Carthage, NC.

REQUEST: Request the Board to approve the amount of **Twenty-Nine Thousand Seventy-Five dollars (\$29,075.00)** to be paid by the NC Department of Transportation to the County of Moore for the Acquisition of a 0.065 acre Permanent Utility Easement. See attached “Exhibit A”

BACKGROUND: NC Department of Transportation is seeking Permanent Utility Easements for the installation of water/sewer and/or drainage infrastructure. Richard Smith, Capital Projects Manager accompanied appraisers for an interior/exterior inspection of the subject property on 09/21/2022 to determine value of easement.

FINANCIAL IMPACT: Total Contingent Offer is **Twenty-Nine Thousand Seventy-Five dollars (\$29,075.00).**

RECOMMENDATION SUMMARY: Request the Board to make a motion to approve the amount of compensation set forth in the Summary Statement in the amount of **\$29,075.00** and authorize the chair to sign all related documents related to this approval.

SUPPORTING ATTACHMENTS: Exhibit A - Summary Statement/Contingent Offer to Purchase Real Property Due to the Acquisition of Right of Way and Damages; Exhibit B - Appraisal, including site plan; Exhibit C - proposed Permanent Utility Easement.

Revenue Stamps \$ 59.00

PERMANENT UTILITY EASEMENT

THIS INSTRUMENT DRAWN BY Lance Laliberte CHECKED BY Llyod Johnston

RETURN TO: TELICS Right of Way Services
2540 Mill Street
Winterville, NC 28590

NORTH CAROLINA
COUNTY OF Moore
TAX PARCEL 00002151

TIP/PARCEL NUMBER: U-3628 033
WBS ELEMENT: 44672.2.1
ROUTE: NC 24-27 (Monroe Street) West of
NC 22 to US 15/501 in Carthage

THIS EASEMENT, made and entered into this the _____ day of _____ 20 23
by and between County of Moore
P.O. Box 905
Carthage, NC 28237

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

THAT WHEREAS, the DEPARTMENT desires to construct and maintain a utility facility through and across the property of GRANTORS,

AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTORS,

NOW, THEREFORE, in consideration of said benefits, and further consideration of \$ 29,075.00
and other valuable considerations, GRANTORS hereby release the DEPARTMENT, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said utility facility across and through the lands of GRANTORS, and GRANTORS hereby give, grant, bargain, sell and convey unto the DEPARTMENT, its successors, and assigns, an easement for the construction and maintenance of a utility facility across and through the property of GRANTORS located in 02: Carthage
Township, Moore County, and being more fully described in a deed recorded in Book
1128 , Page 292 , Moore County Registry, said easement being

Point of beginning being S 40°26'13.8" E, 122.561 feet from -L- Sta 21+00 thence along a curve 127.994 feet and having a radius of 6530.000 feet. The chord of said curve being on a bearing of N 54°33'58.4" W, a distance of 127.992 feet thence to a point on a bearing of S 37°32'21.2" W 14.005 feet thence to a point on a bearing of S 52°3'26.8" E 154.299 feet thence to a point on a bearing of S 34°52'20.1" W 16.000 feet thence to a point on a bearing of S 55°7'39.9" E 4.666 feet thence to a point on a bearing of N 37°28'8.1" E 37.038 feet thence to a point on a bearing of N 55°7'39.9" W 31.784 feet returning to the point and place of beginning. Having an area of 2852.400 Sqr feet being 0.065 acres, approximately

The final right of way plans showing the above described area are to be certified and recorded in the Office of the Register of Deeds for said county pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

Said Permanent Utility Easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The underlying fee owner shall have the right to continue to use the Permanent Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent utility easement area(s). It is further understood and agreed that Permanent Utility Easement shall be used by the Department for additional working area during the above described project.

IN ADDITION, and for the aforesated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests
None

This easement is subject to the following provisions only:
It is understood and agreed that the total consideration set forth above shall be made payable to **Schweizer & Associates, PLLC** and after satisfaction of all taxes, liens, encumbrances on this parcel, the remaining balance shall be disbursed in accordance with the Grantors' directions, and the Grantors shall have no claim against the Department as a result thereof.

There are no conditions to this EASEMENT not expressed herein.

To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 44672.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 44672.2.1 ,
Moore County; and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

IN WITNESS WHEREOF, the Grantors, pursuant to a resolution dated _____
Has caused this instrument to be signed in its corporate name by its Chairman Of The Moore County Board of Commissioners, it's corporate seal hereto affixed, and attested by its Clerk of The Moore County Board of Commissioners, by order of the Moore County Commissioners, this day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

MOORE COUNTY, NORTH CAROLINA

BY: _____ (SEAL) ATTEST: _____

Chairman of the Moore County Board
Of Commissioners

Clerk of Moore County Board of Commissioners

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that he/she is the CLERK of the _____ COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the _____ COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 ____.
	_____ Notary Public
	My commission expires: _____

SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES

TO: County of Moore
1048 Monroe Street
Carthage, NC 28327

DATE: 2-14-23
TO: Lessee, if Applicable
N/A

TIP/PARCEL NO.: U-3628 033
COUNTY Moore
DESCRIPTION: NC 24-27 (Monroe Street) West of NC 22 to US 15 /501 in Carthage

WBS ELEMENT: 44672.2.1

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$ 0.00
Value of Permanent Easements to be Acquired	\$ 22,225.00
Value of Temporary Easement (Rental of Land) to be Acquired	\$ 0.00
Value of Improvements to be Acquired	\$ 6,850.00
Damages, if any, to Remainder	\$ N/A
Benefits, if any, to Remainder	minus \$ N/A
TOTAL CONTINGENT OFFER	\$ 29,075.00

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book 1128, page 292, Moore County Registry, contains approximately 0.780 acres of which 0.000 acres is being acquired as right of way, leaving 0.780 acres remaining on the right with access to Monroe Street. Being acquired is a Permanent Utility Easement containing approximately 0.065 acres approximately. There are no other easement areas being acquired.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:
Asphalt paving, and landscaping.

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ N/A . Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was emailed to Rich Smith on February 14 20 23 . Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 910-620-3901

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.

Lance R Laliberte

(Signed) Lance Laliberte - Right of Way Agent

North Carolina Department of Transportation-Right of Way Unit

REVIEW CERTIFICATION

Parcel No.: U-3628 / 033

WBS Element: 44672.2.1

County: Moore

Owner(s): County of Moore

Fed Aid Project: N/A

I HEREBY CERTIFY THAT, to the best of my knowledge and belief the facts and data reported by me and used in the review process are true and correct.

I understand that this estimate of value is to be used in connection with a highway project and/or NCDOT Real Estate transaction.

The analyses, opinions, and conclusions in this **Review Report** are limited only by the critical assumptions and limiting conditions stated in this **Review Report** and are my personal, unbiased professional analyses, opinions, and conclusions.

I have no direct or indirect, present or prospective interest in the subject property or in any benefit from the acquisition of the subject property and I have no personal interests or bias with respect to the parties involved

I have ☐, have not ☒, performed any appraisal and / or other services as a review appraiser and / or any other capacity, regarding the property that is the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this **Review Report**.

My estimate of the value of all items which are Compensable under State law but not eligible for Federal Aid reimbursement is \$0.

I did ☒, did not ☐, personally inspect the subject parcel. I did ☒, did not ☐, personally inspect all sales/rentals considered to be comparable to the subject parcel. *If "did not", please explain in detail.*

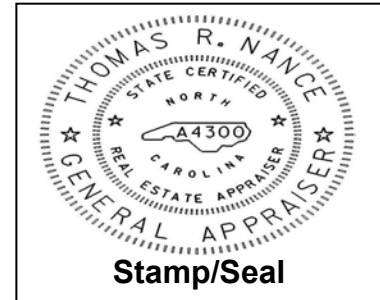
My analyses, opinions, and conclusions were developed, and this **Review Report** was prepared, in compliance with **NCDOT Real Estate Appraisal Standards and Legal Principles** and the **Uniform Standards of Professional Appraisal Practice**. The appraisals in this assignment are to be made in accordance with requirements set out in the **NCDOT Real Estate Appraisal Standards and Legal Principles** and the **Uniform Standards of Professional Appraisal Practice** and shall also comply with all applicable **Local, State, and Federal** laws, ordinances, regulations, restrictions and/or requirements; and any additions, revisions and/or supplements thereto. No one provided me with significant professional assistance with this **Review Report**.

The value opinion stated in the appraisal report is adequately supported as the estimate of just compensation. The difference indicated, if any, in the "Market Value" of the entire tract **Before the Acquisition** and the "Market Value" of the remaining property immediately **After the Acquisition** is \$29,075, as allocated:

Allocation

Right Of Way \$ -0-
Permanent Easements \$ 22,225
Temporary Easements \$ -0-

Total Value of Land Acquired \$ 22,225
Value of Improvements Acquired \$ 6,850
Damage to Remainder \$ -0-
Benefits to Remainder \$ -0-
DIFFERENCE \$ 29,075



September 28, 2022

DATE OF CERTIFICATION

REVIEW APPRAISER

Un-Economic Remnant to the Owner is a Factor ☐ Yes ☒ No

Area N/A Amount \$ N/A

Administrative Approval Only

ADMINISTRATIVE APPROVAL BY:

10/19/2022

DATE:

North Carolina Department of Transportation-Right of Way Unit
Right of Way Transmittal Summary

TIP/Parcel No.: U-3628 033 **WBS Element:** 44672.2.1 **County:** Moore

1. Owner(s): County of Moore **Fed Aid Project:** N/A

Address: 302 Monroe Street, Carthage, North Carolina 28327

2. Plan Sheet No.: 5 **Survey Stations:** SS 21+00 to SS 23+50 SL L-RT

3. Land Area to be Acquired and Values:

Right of Way:		<u>N/A</u>	X	\$	<u>N/A</u>	=	\$	<u>N/A</u>
Temp Construction Easement (TCE):	<input type="checkbox"/>	<u>N/A</u>	X	\$	<u>NA</u>	=	\$	<u>N/A</u>
Drainage Easement:	Temp <input type="checkbox"/>	<u>N/A</u>	X	\$	<u>N/A</u>	=	\$	<u>N/A</u>
	Perm <input type="checkbox"/>	<u>N/A</u>	X	\$	<u>N/A</u>	=	\$	<u>N/A</u>
Permanent Utility Easement (PUE):		<u>0.065</u>	X	\$	<u>380,000 X 90%</u>	=	\$	<u>22,225 (R)</u>
Other:		<u>N/A</u>	X	\$	<u>N/A</u>	=	\$	<u>N/A</u>

Land: \$ 22,225

4. Improvements to be Acquired and Values:

Estimated Value of each Improvement to be acquired:

(1)	Asphalt Paving	\$	<u>3,900</u>
(2)	Landscaping	\$	<u>2,950</u>
(3)	N/A	\$	<u>0</u>
(4)	N/A	\$	<u>0</u>

Improvements: \$ 6,850

5. Cost to Cure (Damage to Remainder) **Cost to Cure: \$** 0

6. Allocation:

Value of Land to be Acquired:	\$	<u>22,225</u>
Value of Improvements to be Acquired:	\$	<u>6,850</u>
Cost-to-Cure (Damage to Remainder):	\$	<u>0</u>

Acquisition Total: \$ 29,075

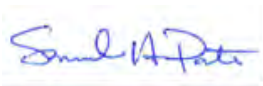
7. Photograph and Sketch of Acquisition attached.

The property owner or owner's representative was contacted on 09/19/2022 . See Inspection
Section of the report for additional details.

The parcel was inspected on 09/21/2022

Samuel H. Pate

Specified Appraiser



Signed

9/23/2022

Date

ROW \$ **Perm. Easements \$** **Temp. Easements \$**

NCDOT Administrative Approval Only

Approved By:

Date:

Appraisal Summary

Property Location: The property is located at the southern corner of the intersection of Monroe Street and Marion Street, Carthage, North Carolina 28327. The subject has a physical address of 302 Monroe Street, Carthage, North Carolina 28327 and can be further identified as Moore County Parcel ID 00002152.

Current Owners: Moore County

Tax Parcel Number: 00002151

Property Interest Appraised: This appraisal considers all those rights that are held in fee simple. A fee simple estate is defined as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat", *The Appraisal of Real Estate*, 14th Edition, page 5. The valuation estimate further assumes that the property is free and clear of all encumbrances, except those noted in the deed and available for its highest and best use.

Client/Intended Use & Users: The client of this report is TELICS. The intended users of this report are TELICS, the North Carolina Department of Transportation and/or its assigns, the North Carolina Department of Justice, the Federal Highway Administration (FHWA), and the appropriate Trial Court and Jury. This appraisal report is prepared for the sole and exclusive use of the appraiser's client and/or its assigns. The intended use of the appraisal report and estimate values are to assist in the acquisition of private property for public use under North Carolina eminent domain laws.

USPAP Report Type: Appraisal Report

Value Appraised: Market Value; The Appraisal of Real Estate, Fourteenth Edition

The function of the appraisal report is for market valuation purposes. The market value definition has been taken from *The Appraisal of Real Estate*, 14th Edition, page 59 and is as follows:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a "fair sale", the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted anyone associated with the sale."

Appraisal Dates:

Effective: September 21, 2022

Inspection: September 21, 2022

Report: September 23, 2022

Prior Appraisal Services:

Samuel H. Pate nor L. Wade Currie have not provided any other services related to the subject within the last three years as an appraiser or in any other capacity.

Marketing Time/Exposure Time:

Marketing time is best summarized as the time it would take to sell the subject if exposed to the market beginning on the date of this valuation. Based on interviews with market participants and studies of similar projects, a six to nine-month marketing time is considered an adequate time to sell this property.

Exposure time is best summarized as the length of time the subject would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation. An exposure time of six to nine months appears adequate.

Total Land Area:

The parcel size has been taken from information provided by NCDOT. According to this information the subject totals 0.780-acres and is rectangular in shape. Based upon a physical inspection on 09/21/2022, the site is cleared, level and at grade with both Monroe Street and Marion Street and is improved with a single-story commercial building and its related site improvements. According to the Moore County NC GIS, the subject has approximately $\pm 158'$ of frontage along the southern side of Monroe Street and approximately $\pm 228'$ of frontage along the southeastern side of Marion Street.

Traffic Counts:

According to the NCDOT interactive traffic map, in 2020, the subject averaged 9,700 trips per day along Monroe Street. Additionally, the NCDOT interactive traffic map did not provide trips per day data for Marion Street.

Land Area Acquired:

According to the Appraisal Request/Summary Sheet, the NCDOT does not intend to acquire any additional right of way at the subject.

Easements Acquired:

According to the Appraisal Request/Summary Sheet, the NCDOT intends to acquire 0.065-acres for a permanent utility easement. The "PUE" area is mostly rectangular in shape and is located adjacent to the subject's existing right of way along Monroe Street. The "PUE" area is comprised of asphalt paving, and landscaping consisting of a wooden planter box, five crepe myrtles and seeded yard area.

Please see a copy of the NCDOT project map in the addenda of this report for further clarification of the "PUE" easement area.

Other Easements of Record:

The appraiser is unaware of any known easements of record other than those normal for street or utility purposes.

Flood Plain Map Number: According to FEMA Flood Zone Map Number 3710856800J, dated 10/17/2006, the subject is located in Flood Zone X, and therefore does not lie within a floodway nor is it prone to flooding.

Utilities: According to Jamie Sandoval with the Town of Carthage Public Works Department, the subject features access to municipal water and sewer.

Zoning: According to Emily Yopp with the Town of Carthage Zoning and Planning Department, the subject is zoned CBD; Central Business District.

The permitted uses within the CBD District include but are not limited to: Shelters, Emergency, Accessory Dwelling Units, Attached, Accessory Uses and Structures (customary), Gardens, Satellite Dishes, Swimming Pools, Athletic Fields, Physical Fitness Centers, Public Parks, Public Recreation Facilities, Skating Rinks, Sports Instructional Schools, Sports & Recreation Clubs, Indoor, Ambulance Services, Auditoriums, Coliseums, or Stadiums, Cemeteries/Mausoleums, Child Care Center, Churches, Colleges or Universities, Police Stations, Post Offices, Retreat Centers, School Administration Facilities, Fire Stations, Government Offices, Hospitals, Libraries, Unions, Barber Shops, Beauty Shops, Boat Repairs, Building Maintenance Services, Car Washes, Civic, Trade or Business Organizations, Clothing Alterations or Repairs, Computer Maintenance & Repairs, Computer Services, Cottage Industry, Economic, Sociological, Education, Research, Employment Agencies, Personnel, Agencies, Equipment Repairs, Light Finance or Loan Offices, Funeral Homes or Crematoriums, Furniture Repair Shops, Hotels or Motels, Laundry or Dry Cleaning Substations, Law Offices, Medical, Dental or Related Offices, Medical or Dental Labs, Motion Picture Productions, Non-Commercial Research, Organizations, Office Uses Not Otherwise Classified, Pest or Termite Control Services, Photocopying & Duplicating Services, Photofinishing Laboratories, Photography, Commercial, Photography Studios, Real Estate Offices, Recording Studio**, Security Services, Septic Tank Services, Shoe Repair or Shoeshine Shops, Stock, Security or Commodity Brokers, Tanning Salons, Tattoo Parlors & Body Mod. Services, Taxidermists, Television or Radio Studios, Television, Radio or Electronic Repair, ABC Stores (liquor), Antique Stores, Appliance Stores, Arts & Crafts, Auto Supply Sales, Bakeries, Candle Shops, Candy Stores, Clothing, Shoe & Accessory Stores, Musical Instrument Sales, News Stands, Office Machine Sales, Optical Goods Sales, Paint and Wallpaper Sales, Pawnshop or Used Merchandise Store, Pet Stores to name a few.

Improvements: The property is improved with a single-story commercial building and additional related site improvements. According to the appraiser's physical measurements the subject totals ±4,100 SF and was originally constructed in 1961. Based on a physical inspection the building seems to be in overall good condition. The affected site improvements at the subject include asphalt paving, and landscaping consisting of a wooden planter box, five crepe myrtles and seeded yard area.

Property History:

Deed Book & Page:	Deed Book 1128; Page 292
Date:	November 13 th , 1995
Price:	\$85,000
Comment:	According to the deed listed above the subject last transferred from Express T.V. and Appliance of Carthage, Inc to Moore County. There was \$170 of revenue stamps recorded at the time of this transfer, which indicates a sale price of \$85,000. The subject is currently utilized by Moore County for various county operations.

Objective of Appraisal and Purpose of Report

The objective of this appraisal is to estimate the market value of the land affected and/or acquired at the subject property. The purpose of this report is to present data and analyses which support the opinion of market value.

Scope of Work

The scope of this Appraisal Report is to estimate the current market value of the land within the proposed right of way. This appraiser collected and analyzed comparable land sales, and in addition, general market data and conditions were examined.

Affected/Unaffected Land and Improvements

The entire 0.780-acres will be examined and valued within this appraisal report. The property is improved with a single-story commercial building and its additional related site improvements. Only the affected site improvements have been valued within this report. In the case of the subject the affected site improvements at the subject include asphalt paving, and landscaping consisting of a wooden planter box, five crepe myrtles and seeded yard area.

Hazardous Material Statement

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client/property owner is urged to retain an expert in this field, if desired. That is, the subject property is appraised "as clean".

Americans with Disabilities Act

The appraiser has not made a specific compliance survey and analysis of the subject parcel to determine whether or not it is in conformity with the various detailed requirements of the American with Disabilities Act ("ADA"). It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the subject parcel is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative affect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible non-compliance with the requirements of ADA in estimating the value of the subject.

Report Format

This is an Appraisal Report as designated by the Uniform Standards of Professional Appraisal Practice (USPAP). The NCDOT has included an additional page entitled "Right of Way Transmittal Summary" (Form FRM5-K) to summarize some of the information and conclusions from the appraisal for ease of use by the client.

Inspection

L. Wade Currie contacted Moore County Capital Projects Manager, Rich Schmidt on 09/19/2022 regarding a time the subject property could be inspected. Mr. Schmidt indicated the subject property could be inspected on 09/21/2022 and he would accompany the appraisers during the inspection. Mr. Schmidt indicated he was aware of the proposed project, the affect it would have on the subject property and voiced no further concerns. During the inspection Samuel H. Pate and Wade Currie made an accompanied interior/exterior inspection of the subject property on 09/21/2022.

Existing Use as of Date of Value

The property is improved with a $\pm 4,100$ SF single-story commercial building and its additional related site improvements.

Hypothetical Conditions

"A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis", *Uniform Standard of Professional Appraisal Practice, 2020-2021 (Effective Through December 31st, 2022) Edition, page 4.*

This appraisal is based on the hypothetical condition that the subject property is appraised with no knowledge of the project in determining the "before" value.

This appraisal is based on the hypothetical condition that the project is completed in determining the "after" value.

Extraordinary Assumptions

"An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in the analysis which, if found to be false, could alter the appraiser's opinions or conclusions". *Uniform Standards of Professional Appraisal Practice, 2020-2021 (Effective Through December 31st, 2022) Edition, page 4.*

The parcel size has been taken from information provided by NCDOT. According to this information the subject totals 0.780-acres.

This appraisal is based on the extraordinary assumption that the acquisition will occur as depicted on the plan sketch provided in the appraisal report. If any modifications are made to the project design or areas of acquisition, the appraiser reserves the right to alter the appraisal report to reflect such modifications.

The use of hypothetical conditions and extraordinary assumptions could have affected the assignment results.

Highest and Best Use as Vacant

The subject totals 0.780-acres of cleared land, features access to municipal water and sewer and is rectangular in shape.

According to Emily Yopp with the Town of Carthage Zoning and Planning Department, the subject is zoned CBD; Central Business District.

The B-2 District is primarily designed to provide roadside uses which will best accommodate the needs of the motoring public and of businesses demanding high volume traffic. This district includes the Central Business District fringe area.

Based on a physical inspection of the subject neighborhood, coupled with many of the surrounding land uses being residentially oriented, the appraiser concluded the highest and best use of the site "as if vacant" would be for its development with a commercial use.

Highest and Best Use as Improved

The subject totals 0.780-acres of cleared land, features access to municipal water and sewer and is rectangular in shape. The property is improved with a single-story commercial building and additional related site improvements. According to the appraiser's physical measurements the subject totals $\pm 4,100$ SF and was originally constructed in 1961. Based on a physical inspection the building seems to be in overall good condition. According to conversations with the Moore County planning department the subject is zoned B-2; Central Business District Fringe and is a legal conform use within the CBD; Central Business District.

Based on a physical inspection of the subject neighborhood, coupled with many of the surrounding land uses being residentially oriented, the appraiser concluded the highest and best use of the site "as improved" would be for its continued commercial use.

Valuation Methodology

To estimate the market value of the subject, two methods or techniques will be employed.

This technique is the Land Value by Comparison. In this technique, the market value of the land, assuming it were vacant, is estimated. This technique compares the subject site to various sales and offerings of sites that are available for a similar highest and best use. Adjustments are then made for any dissimilarity between the transactions analyzed and the subject. To facilitate the comparison process, the sale prices are reduced to incremental values of price per acre.

The second technique is the Cost Approach, which is composed of the market value of the land and the value of the affected site improvements. The market value of the land, assuming it is vacant, is estimated using the land value by comparison approach (as noted above). After estimating the market value of the land, a determination of the reproduction costs of the improvements must be estimated. These value estimates for the improvements are combined with the land value by the cost approach.

The improved sales comparison and income approaches to value will be omitted from this report due to the fact that the majority of the subject's primary improvements are outside the proposed easement area, known as the "PUE" area.

Land Value by Comparison - Before

Comparable Land Transactions

The value of the subject site has been estimated by direct comparison with the following transactions.

Adjustment Criteria for the Comparable Land Sales Data

Overview

Inherent in the comparable sales data are variances from the subject relative to real property rights appraised, financing terms, condition of sale, date of sale, location and physical characteristics.

In order for the comparison process to be meaningful, differences must be accounted for through a process of adjustment. In this process the comparable transactions are brought into sync with the subject.

In many instances the basis for an adjustment is inherent in the data itself. This represents an objective adjustment process.

Real Property Rights Conveyed

When applicable, this adjustment is utilized to equate real property interest conveyed. The process involves determining the real property rights conveyed of the subject and the comparable transactions.

Financing Terms

This adjustment is necessary when two identical properties are sold at different prices due to one having more or less, favorable financing. Typically, a transaction price may be affected by above or below market interest rates. Other situations affecting sales price may be a purchase money mortgage or assumption of an existing loan.

Conditions of Sale

This adjustment represents the differences of motivation between a particular buyer and seller. Examples may include the sale between family members at a below market price, a bankruptcy auction or if the seller is extremely motivated.

Market Conditions

Local broker George Manley indicated the Moore County market as well as the surrounding areas is still very good with a steady increase in sales volume and price over the last several years. This can clearly be seen in the charts below which shows an increase in average sales price accompanied by a decrease in overall days on market for both residential and commercial properties. This further supports a strong demand in the local market for both residential and commercial product. Based on this information and a review of the sales over the last year an annual market conditions adjustment of 10% will be applied for the steady growth of the market.

Residential

Summary Statistics						
	Jun-22	Jun-21	% Chg	2022 YTD	2021 YTD	% Chg
Absorption Rate	1.16	0.74	56.76	0.82	0.92	-10.87
Average List Price	\$597,685	\$533,896	11.95	\$492,621	\$414,817	18.76
Median List Price	\$442,000	\$375,750	17.63	\$419,000	\$340,000	23.24
Average Sale Price	\$491,666	\$401,171	22.56	\$465,296	\$377,592	23.23
Median Sale Price	\$447,000	\$352,000	26.99	\$420,000	\$330,000	27.27
Average CDOM	14	25	-44.00	18	41	-56.10
Median CDOM	5	5	0.00	5	7	-28.57

Summary Statistics						
	Jun-21	Jun-20	% Chg	2021 YTD	2020 YTD	% Chg
Absorption Rate	0.74	3.36	-77.98	0.92	3.59	-74.37
Average List Price	\$533,896	\$455,892	17.11	\$414,817	\$379,921	9.18
Median List Price	\$375,750	\$340,000	10.51	\$340,000	\$315,000	7.94
Average Sale Price	\$401,171	\$304,631	31.69	\$377,592	\$305,752	23.50
Median Sale Price	\$352,000	\$300,379	17.19	\$330,000	\$290,000	13.79
Average CDOM	25	65	-61.54	41	75	-45.33
Median CDOM	5	29	-82.76	7	33	-78.79

Commercial

Summary Statistics						
	Jun-22	Jun-21	% Chg	2022 YTD	2021 YTD	% Chg
Absorption Rate	12.5	15.9	-21.38	12.64	18.53	-31.79
Average List Price	\$669,919	\$496,014	35.06	\$571,172	\$438,528	30.25
Median List Price	\$337,500	\$250,000	35.00	\$290,000	\$200,000	45.00
Average Sale Price	\$568,172	\$393,270	44.47	\$467,585	\$245,929	90.13
Median Sale Price	\$199,750	\$165,000	21.06	\$208,750	\$125,000	67.00
Average CDOM	260	214	21.50	172	238	-27.73
Median CDOM	122	119	2.52	76	117	-35.04

Summary Statistics						
	Jun-21	Jun-20	% Chg	2021 YTD	2020 YTD	% Chg
Absorption Rate	15.9	26.48	-39.95	18.53	25.86	-28.34
Average List Price	\$496,014	\$401,488	23.54	\$438,528	\$401,069	9.34
Median List Price	\$250,000	\$219,900	13.69	\$200,000	\$198,250	0.88
Average Sale Price	\$393,270	\$212,615	84.97	\$245,929	\$262,972	-6.48
Median Sale Price	\$165,000	\$136,750	20.66	\$125,000	\$90,000	38.89
Average CDOM	214	207	3.38	238	209	13.88
Median CDOM	119	108	10.19	117	115	1.74

Physical Characteristics

The adjustments of location, topography, easements, size, frontage/visibility, shape, access, utilities, and zoning may be necessary in order to equate the characteristics of the comparable transactions with those of the subject. Through objective analysis of paired sales comparing a parcel subdivided from a larger tract may indicate a size adjustment is necessary.

Sale 1

A downward adjustment of 10% was made to this sale for its superior location. A downward adjustment of 10% was made to this sale for its superior access/ topography.

Sale 2

A downward adjustment of 10% was made to this sale for its superior location. A downward adjustment of 10% was made to this sale for its superior frontage/ visibility.

Sale 3

This sale is considered very similar to the subject.

Sale 4

A downward adjustment of 10% was made to this sale for its superior outparcel location to an anchored shopping center. A downward adjustment of 10% was made to this sale for its superior frontage/ visibility.

These adjustments are reflected in the following chart.

Comparable Land Sales				
Appraisal Date		09/21/22		
Market Conds Adjustment		10.00%		
Size of Subject Property (Acs)		0.780		
Comparable Number	1	2	3	4
Price	\$750,000	\$385,000	\$205,000	\$265,000
Date of Sale	11/23/21	09/24/21	08/20/21	01/06/21
Total Acres	1.836	1.080	0.689	0.565
Price Per Acre	\$408,497	\$356,481	\$297,533	\$469,027
Interest Sold	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Interest Adjustment	0%	0%	0%	0%
Interest Adjusted Price	\$408,497	\$356,481	\$297,533	\$469,027
Financing	Market	Market	Market	Market
Financing Adjustment	0%	0%	0%	0%
Cash Equivalent Price	\$408,497	\$356,481	\$297,533	\$469,027
Condition Adjustment	0%	0%	0%	0%
Condition Adjusted Price	\$408,497	\$356,481	\$297,533	\$469,027
Market Conditions Adjust	8.274%	9.918%	10.877%	17.068%
Market Conds Adjusted Price	\$442,296	\$391,837	\$329,894	\$549,082
Adjustments For:				
Size	0%	0%	0%	0%
Shape	0%	0%	0%	0%
Location	-10%	-10%	0%	-10%
Frontage/Visibility	0%	-10%	0%	-10%
Access/Topography	-10%	0%	0%	0%
Utilities	0%	0%	0%	0%
Zoning	0%	0%	0%	0%
Easements	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
Composite Factor	-20%	-20%	0%	-20%
Indicated Value Per Acre	\$353,837	\$313,469	\$329,894	\$439,266
Minimum Value Per Acre		\$313,469		
Maximum Value Per Acre		\$439,266		
Mean Value Per Acre		\$359,117		
Median Value Per Acre		\$341,865		
Reconciled Value Per Acre		\$380,000		
Acres		0.780		
Value of Land		\$296,400		
Rounded Reconciled Value		\$296,400		

Estimate of Market Value – “Before”

The range of adjusted price per acre is from \$313,469 to \$439,266. The mean of the range is \$359,117 and the median is \$341,865. All four sales utilized for comparison are considered similar to the subject with respect to highest and best use, however sales 3 and 4 are most similar in size. Therefore, when equal emphasis is placed on sales 3 and 4, the market value for the subject is estimated at \$380,000 per acre. This results in the following estimate of the “before” land value:

0.780 acres	X	\$380,000 /Acre	=	\$296,400
-------------	---	-----------------	---	-----------

Cost Approach to Value - Before

The property is improved with a single-story commercial building and additional related site improvements. Only the affected site improvements will be valued in this report and the exclusion of the unaffected improvements does not jeopardize the credibility of this assignment. These affected improvements have been broken out in detail in the following section.

Reproduction Cost New

In estimating the reproduction cost, we have relied on previous cost estimates provided by local contractor John Cockrum with Environments Unlimited, Inc. and supported by Marshall & Swift. The concluded land value was then added to the estimated construction cost to determine the value by this approach.

Asphalt Paving

The asphalt paving that NCDOT is acquiring totals approximately ±1,690 SF. The cost new of the asphalt paving is estimated at \$6,507 or \$3.85 per square foot. This improvement has a total economic life of 25 years and an effective age of 10 years implying 40% depreciation. Therefore, the depreciated value of the asphalt paving is estimated at \$3,900. These calculations are broken out as follows:

Asphalt Paving			
	Square Feet	Cost/SF	
Estimated Cost	1,690	\$ 3.85	\$6,507
Less Depreciation		40%	\$2,603
Estimated Depreciated Value			\$3,900

Landscaping

The affected landscaping at the subject is comprised of one wooden planter box, five mature crepe myrtles, and seeded yard area. According to John Cockrum, a reasonable landscape allowance for the affected landscaping described above is estimated at \$2,950.

Landscaping			
Estimated Value			\$2,950

Estimated Value of Affected Improvements

Total Value of Affected Improvements (Rounded)			
Estimated Value			\$6,850

Total "Before" Value

Summary of Cost Approach "Before"	
Estimated Value of Subject Land	\$296,400
Estimated Value of Subject Improvements	<u>\$6,850</u>
Estimated Value of Subject by Cost Approach	\$303,250

Allocation "Before"	
Estimated Value of Subject Land	\$296,400
Estimated Value of Subject Improvements	<u>\$6,850</u>
Estimated Value of Subject by Cost Approach	<u>\$303,250</u>

Description of the Acquisition

1. The NCDOT does not intend to acquire any additional right of way at the subject property.

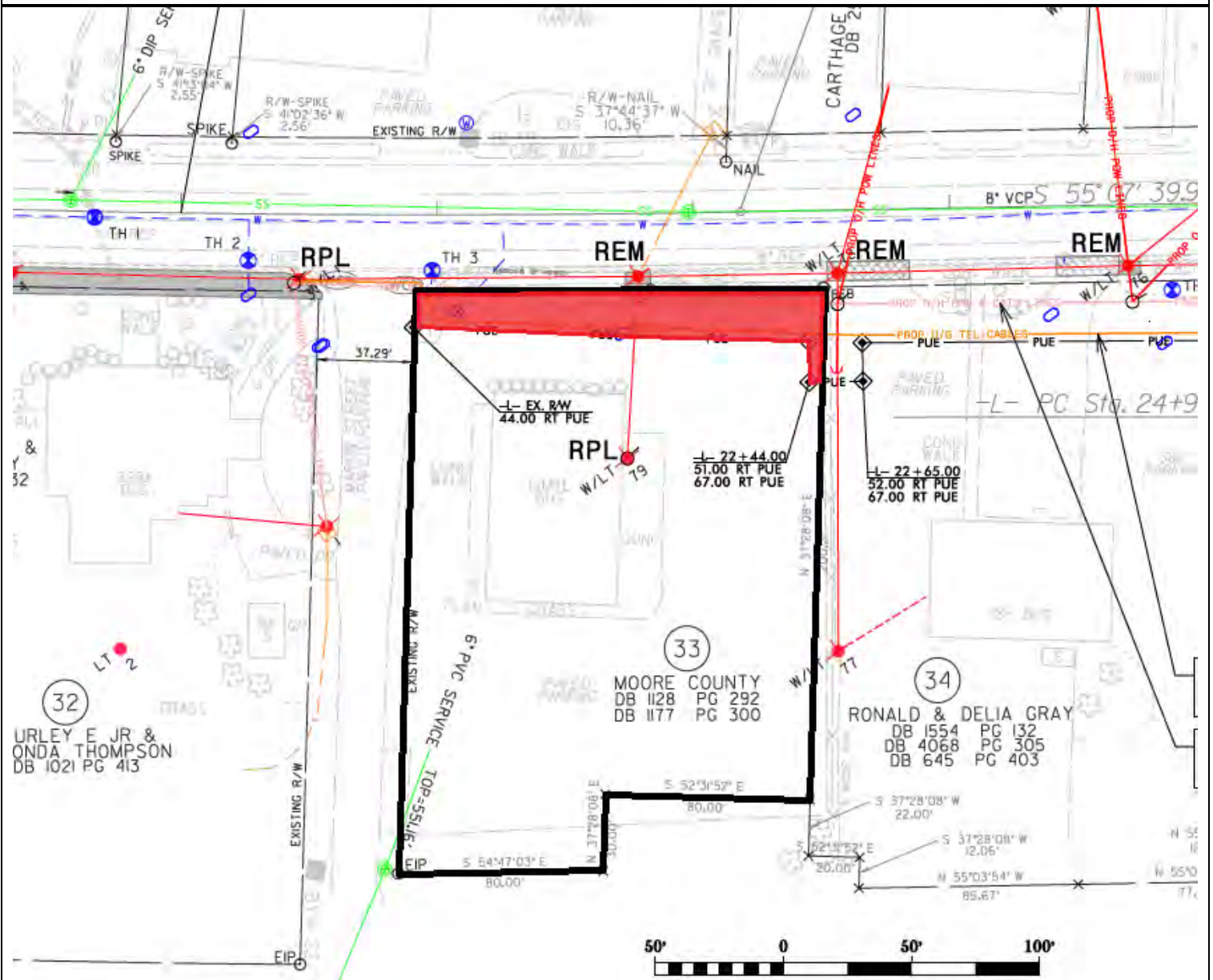
Easements Outside the Right of Way

2. The NCDOT intends to acquire 0.065-acres for a permanent utility easement. The "PUE" area is mostly rectangular in shape and is located adjacent to the subjects existing right of way along Monroe Street. The "PUE" area is comprised of asphalt paving, and landscaping consisting of a wooden planter box, five crepe myrtles and seeded yard area.

Improvements

1. The NCDOT intends to acquire ±1,690 SF of asphalt paving and landscaping consisting of a wooden planter box, five crepe myrtles and seeded yard area.
2. The NCDOT does not intend to acquire any water supply or septic system.

Plan Sheet



Areas

Area in R/W:
Area Right of R/W:
Area Left of R/W
Total Area:

PUE:

0.000-acres
0.780-acres
0.000-acres
0.780-acres

0.065-acres

Legend

Property Boundary

Permanent Utility Easement

Moore County, NC ♦ Fed. Aid Project: N/A ♦ WBS Element: 44672.2.1
TIP: U-3628 037 Parcel: 033 ♦ Owner: County of Moore ♦ Plan Sheet 5

The Land – “After”

Description of the Remainder and Effect of the Acquisition:

In the “before” situation the subject is located at the southern corner of the intersection of Monroe Street and Marion Street, Carthage, North Carolina 28327. The subject has a physical address of 302 Monroe Street, Carthage, North Carolina 28327. The site is rectangular in shape and totals approximately 0.780-acres. According to the Moore County NC GIS, the subject has approximately ±158’ of frontage along the southern side of Monroe Street and approximately ±228’ of frontage along the southeastern side of Marion Street with no known access restrictions.

In the “after” situation, the subject will still be located at the southern corner of the intersection of Monroe Street and Marion Street. The subject will still be rectangular in shape and will total 0.780-acres. Based on a review of the proposed plans the subject will still feature approximately ±158’ of frontage along the southern side of Monroe Street and approximately ±228’ of frontage along the southeastern side of Marion Street with no access resections. Therefore, except for the encumbrance of the PUE adjacent to the sites Monroe Street frontage the overall size and utility of the subject is unchanged as result of the project and therefore is not considered damaged.

Highest and Best Use – After

The highest and best use of the remainder is unchanged. Therefore, the highest and best use of the subject in the “after” is for its continued commercial use.

Land Value by Comparison – After

As previously stated, the subject will be unchanged because of the proposed project except for the encumbrance by the PUE area. Therefore, the site is identical to the “before” and the market value of the land “after” is estimated utilizing the same sales and price per acre as in the “before.” This results in the following estimate of the “after” land value:

0.780 acres	X	\$380,000	/Acre	=	\$296,400
--------------------	----------	------------------	--------------	----------	------------------

The effect of the permanent utility easement is the loss of the utility of the affected area. The permanent utility easement area is 0.065-acres. Compensation is based upon 90% of market value. Thus, compensation for the permanent utility easement is calculated as follows:

PUE					
Acres	Value/Acre		Compensation		
0.065	\$380,000	X	90%	=	\$22,225

Summary of the Land “After”

Summary of the Land "After"	
Indicated Land Value for the Subject	\$296,400
Less Easements	(\$22,225)
Estimated Value of Subject Land "After"	\$274,175
Rounded	\$274,175

Cost Approach "After"

As noted earlier, the NCDOT intends to acquire all of the affected portions of the improvements; thus, there is no improvement value in the after condition.

Summary of the Cost Approach	
Estimated Value of Subject Land "After"	\$274,175
Estimated Value of Affected Subject Improvements	\$0
Estimated Value of Subject by Cost Approach	\$274,175

Allocation "After"

Allocation "After"	
Estimated Value of Subject Land	\$274,175
Estimated Value of Subject Improvements	\$0
Estimated Value of Subject by Cost Approach	\$274,175

Summary

This results in the following difference in the "before" and "after" value for the subject because of the taking:

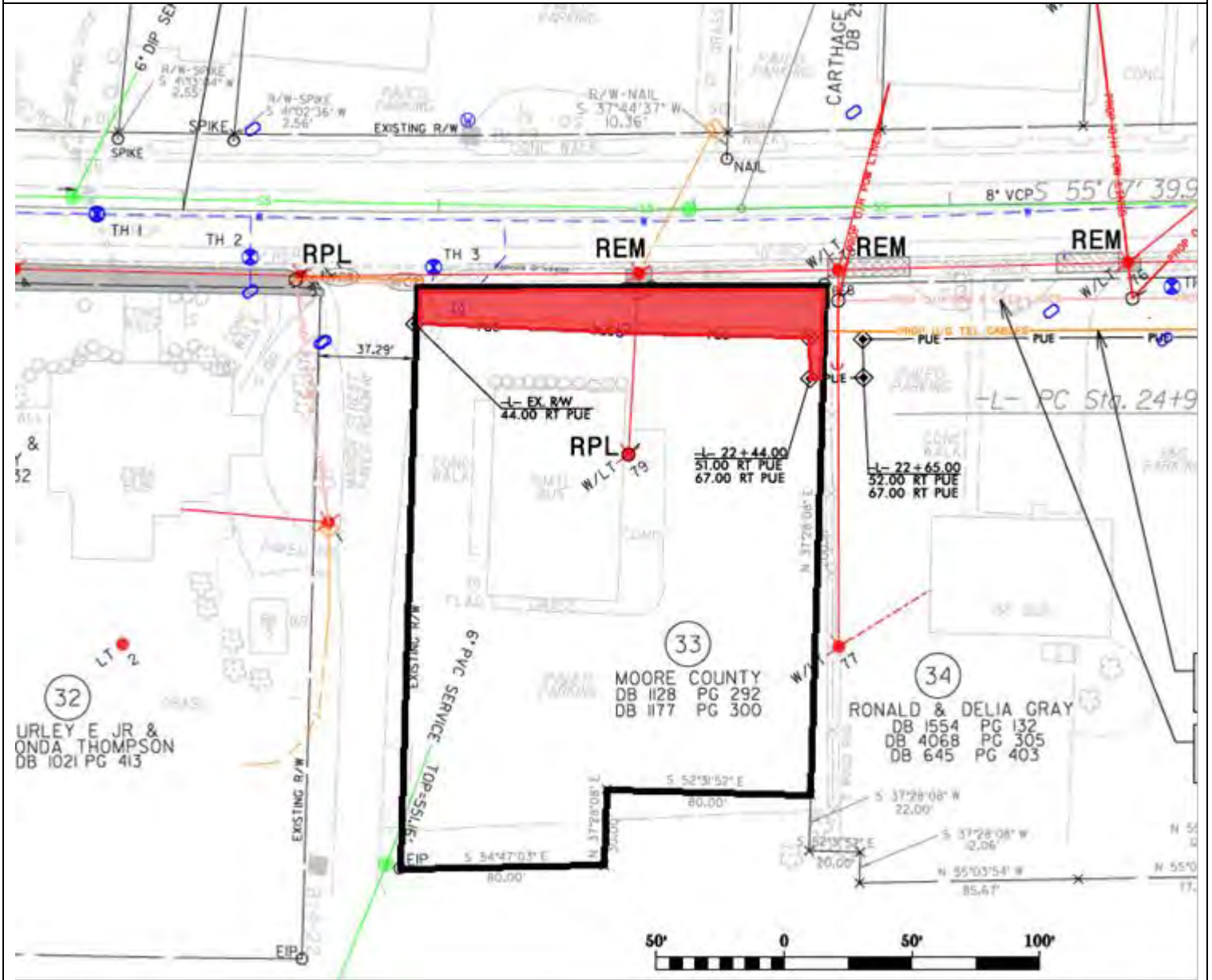
Summary	
"Before" Value:	\$303,250
"After" Value	\$274,175
Estimated Value of Subject	\$29,075

Allocation									
			Acres		\$/Acre		% Paid		Value
Fee Simple Right of Way:			0.000	X	\$380,000	X	100%	=	\$0
PUE			0.065	X	\$380,000	X	90%	=	\$22,230
PDE			0.000	X	\$380,000	X	90%	=	\$0
DUE			0.000	X	\$380,000	X	90%	=	\$0
TCE			0.000	X	\$380,000	X	30%	=	\$0
TDE			0.000	X	\$380,000	X	30%	=	\$0
Total Value of Land Acquired:									\$22,230
Improvements Taken:								=	\$6,850
Remainder Damages:								=	\$0
Benefits to the Remainder:								=	\$0
Difference in Before and After:									\$29,075

The appraiser has researched the market and has considered damages to the remainder and reached a satisfactory independent conclusion that there are no additional damages to the remainder.

[illegible]

PROJECT PLAN MAP



DEED

T.V. ADDRESS <u>Law</u> RECORDING <u>1200</u> STAMP <u>170.00</u> TOTAL <u>172.00</u>	STATE OF NORTH CAROLINA NOV 13 '95 Real Estate Excise Tax 170.00	BOOK PAGE 01128 00292 Nov 13 2 04 PM '95 MRS. JUDITH M. ADAMS REGISTER OF DEEDS MOORE COUNTY, N.C.
Excise Tax		Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
 Verified by _____ County on the _____ day of _____, 19____
 by _____

Mail after recording to _____

This instrument was prepared by J. E. Holshouser, Jr., Attorney at Law, Pinehurst, NC 28374

Brief description for the Index Monroe Street Lots, Carthage, NC

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 9th day of November, 1995, by and between

GRANTOR
 EXPRESS T.V. AND APPLIANCE OF CARTHAGE,
 INC., a North Carolina corporation

GRANTEE
 MOORE COUNTY

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Carthage Carthage Township, Moore County, North Carolina and more particularly described as follows:

FOR COMPLETE LEGAL DESCRIPTION, SEE EXHIBIT A ATTACHED.

J. E. Holshouser

DEED

BOOK PAGE
01128 00293

The property hereinabove described was acquired by Grantor by instrument recorded in

Deed Book 552, page 944, Moore County Registry.

A map showing the above described property is recorded in Plat Book _____ page _____

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

- (a) Easements and restrictions of record, if any.
- (b) Ad valorem taxes.
- (c) Applicable zoning ordinances.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

EXPRESS T.V. AND APPLIANCE OF CARRIAGE, INC.

(Corporate Name)

By: C. D. Dwyer, Jr.

President

Attest: Brenda R. Ayers

Secretary (Corporate Seal)

USE BACK FOR ONLY

(REAL)

(REAL)

(REAL)

(REAL)



NORTH CAROLINA, Moore County.

I, a Notary Public of the County and State aforesaid, certify that C. D. Dwyer, Jr.

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my

hand and official stamp or seal, this 13th day of November, 1995.

My commission expires: 5-11-97 Carol T. Thomas Notary Public

SEAL-STAMP

NORTH CAROLINA, Moore County.

I, a Notary Public of the County and State aforesaid, certify that Brenda R. Ayers

personally came before me this day and acknowledged that she is Secretary of

Express T.V. and Appliance of Carriage, Inc. a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its

President, sealed with its corporate seal and attested by me as its Secretary.

Witness my hand and official stamp or seal, this 13th day of November, 1995.

My commission expires: 5-11-97 Carol T. Thomas Notary Public

North Carolina—Moore County

The foregoing Certificate(s) of Carol T. Thomas, Notary Public

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Judith M. Adams

REGISTER OF DEEDS FOR

MOORE

COUNTY

By Judith M. Adams Deputy/Affiant - Register of Deeds

DEED

BOOK PAGE
01128 00294

EXHIBIT A

FIRST TRACT:

BEGINNING at a stake on the south side of Monroe Street or public road 80 feet from a corner of Lot No. 61, running South 51 East 80 feet down said street or road to a stake; thence S. 39 W. 200 feet to a stake; thence N. 51 W. 80 feet to a stake; thence North 29 E. 200 feet to the BEGINNING, containing by estimation about one-half (1/2) of an acre.

SECOND TRACT:

BEGINNING at the second corner of a lot deeded by H. J. Muse and wife, Sarah Jane Muse, to their daughter, Anna Lena Frye (also it being the first corner of a lot purchased by Nora B. Barfield from A. S. Kelly and wife, and others and deeded by J. C. Barfield and wife, to H. J. Muse on the 12th day of February, 1891), and running thence S. 55 E. 20 feet to a stake; thence S. 35-1/2 W. 222 feet to a stake; thence N. 55 West 20 feet to a stake; thence N. 35-1/2 E. direct to the beginning.

THIRD TRACT:

ALL OF THAT CERTAIN LOT AND PARCEL OF LAND situate on the south side of Monroe Street in the Town of Carthage, Moore County, North Carolina, adjoining the lands of George H. Carter and others and more particularly described by metes and bounds as follows: BEGINNING at a corner of Lot No. 61 in or near the old town line on the south side of Monroe Street where a street leading from Monroe Street of Saunders Street intersects with said Monroe Street, running thence with the southern margin of said Monroe Street South 55 E. 80 feet to a stake, George H. Carter's corner; thence with Carter's line S. 40° 15' W. 230 feet to an iron stake in a line of the lot now or formerly owned by John L. Currie; thence with said line N. 52° W. 80 feet to an iron stake in the southern edge of the above-mentioned street leading from Monroe Street to Saunders Street in or near the old town line; thence with said street N. 40° 20' East 226 feet to the point of beginning; and being the same and identical lot and parcel of land -- with corrected survey thereof made by B. W. Paschal, Surveyor, November, 1954-- as described and conveyed in a Deed from Central Investment Corp. to Grace Kennedy Fry, bearing date November 30, 1937, and recorded in the Office of the Register of Deeds for Moore County, North Carolina, in Book of Deeds 125, page 268.

TAX CARD

PARID: 00002151
TOWNSHIP: 063
MOORE COUNTY

CITYNAME: CARTHAGE

302 MONROE ST
NBHD: 2100
ROLL: REAL

Parcel

ParID / PIN: 00002151 / 857819602374
Record Type: REAL
Tax Year: 2022
Tax Jurisdiction: CG : CG
Township: 02 : CARTHAGE

Owner

Account Number: 59859500
Name: MOORE COUNTY

Mailing Address: PO BOX 905

CARTHAGE NC 28327 0905

Legal

Physical Address: 302 MONROE ST
Legal Description 1: SENIOR SERVICES BUILDING SITE
Zoning: CDB
Plat Cabinet:
Slide:

Permits

Permit Date	Permit #	Purpose	Open/Closed
09-MAY-22	39919	UPFIT	
20-DEC-07	73977	PLUMB	

Recorded Transaction

Date	Book	Page	Sale Price	Validity Code
13-NOV-95	1128	292	0	
10-NOV-86	552	944	0	

Description

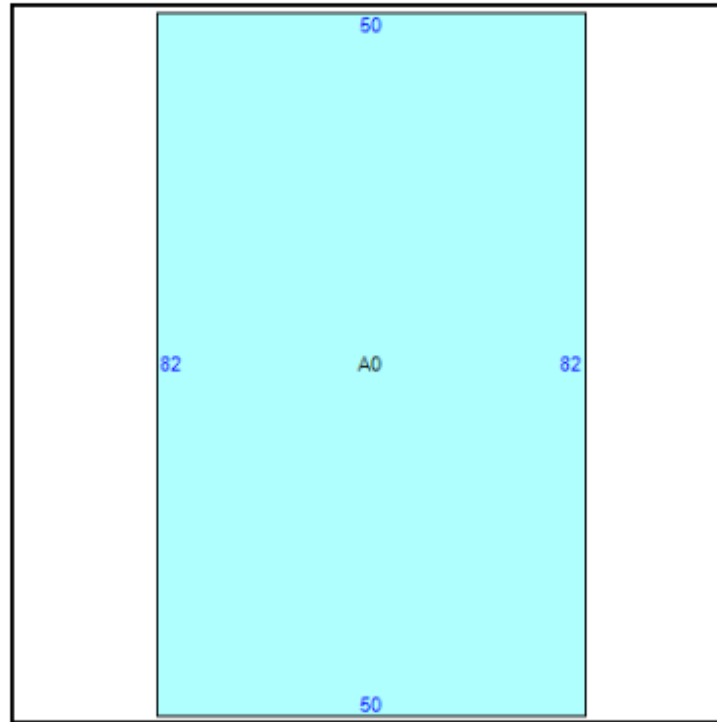
NBHD Code / Name: 2100 :
Class: EX : EXEMPT/EXCLUDED
Land Use: E01 : GOVERNMENT (278.1)
Living Units: 0
Topography: 1 : LEVEL
Location: 1 :
Parking: 1 : OFF STREET
Traffic: :
Utilities: 1 :
:
Restrictions: :
Deeded Acres: .969
Calculated Acres: .78
VC Notice / VC Date: R : 20-MAR-19

TAX CARD/BUILDING SKETCH

PARID: 00002151
TOWNSHIP: 063
MOORE COUNTY

CITYNAME: CARTHAGE

302 MONROE ST
NBHD: 2100
ROLL: REAL



Options 

Type	Line #	Item	Area
Commercial	1	A0 - 083: MULTI-USE SALES	4,100
Commercial Feature	1	STORE FRNT/W - SF1: STORE FRNT/WOOD FRM	65
Outbuilding	1	PAVING-ASP - CPA1: PAVING-ASPHALT PARK	26,000

Click on an item to display it independently.

TAX CARD



Monday, September 19, 2022 by Moore County GIS Department

Ownership Data

Pin: 857819602374
Parcel Id: 00002151
Owner Name: MOORE COUNTY
Tax Address: PO BOX 805
CARTHAGE, NC, 28327-0905
Deed/Bk Page: 1128 / 292
Trans Date: 11/13/1995
Sale Amt: N/A
Accessed Acres: 0.7800
Cal. Acreage: 0.7810

Location Data

City Code: CG
Fire District: C
Class Code: EX
Land Use Type: E01
Zoning: CDB
NBHD#: 2100
Property Desc.: SENIOR SERVICES BUILDING
SITE

Assessment Summary/ Rates Per \$100 Value

Values

Land Value: \$126,440.00
Assessed Value: \$228,700.00
Bldg Imp Value: \$102,280.00

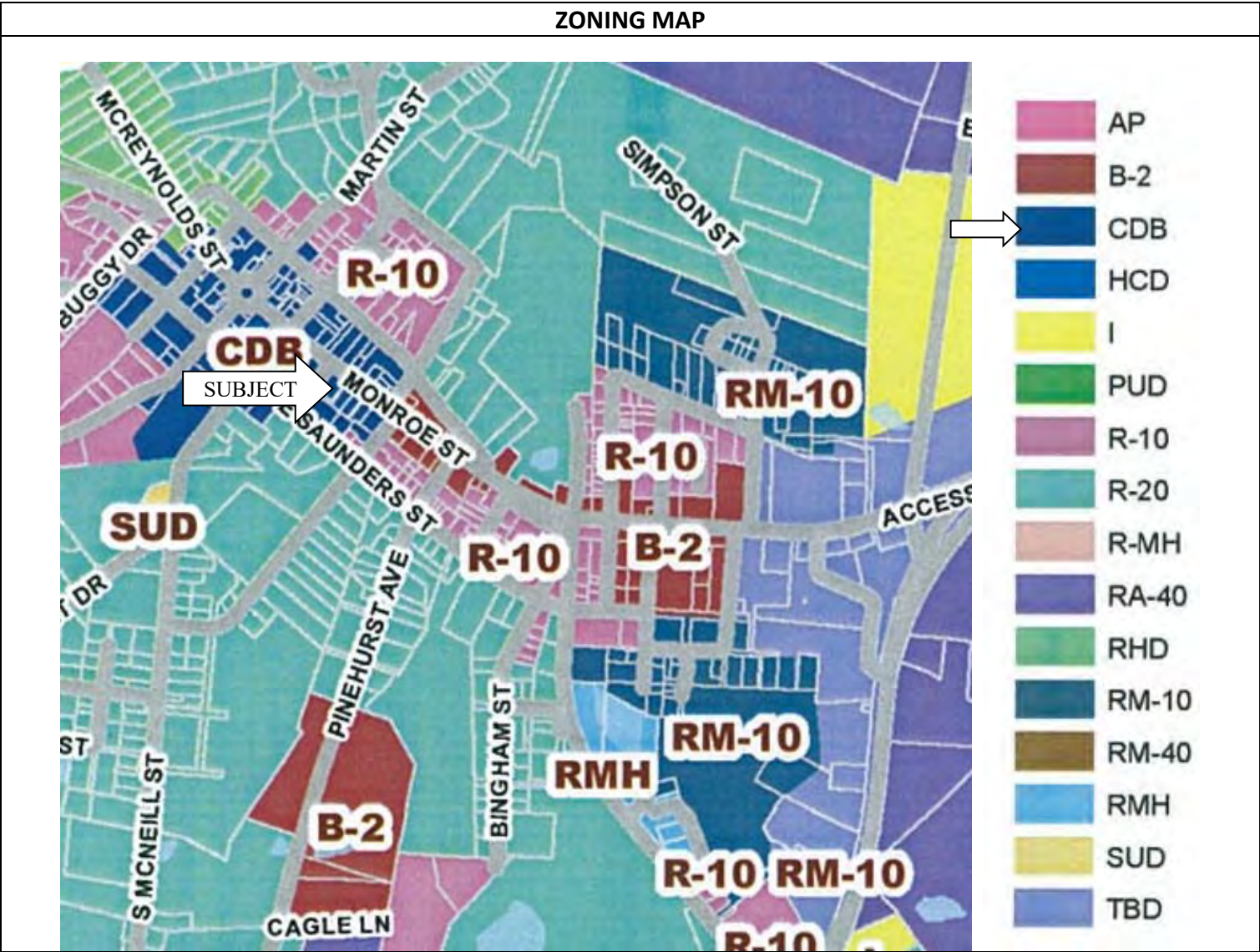
Parcel Map



Moore County GIS Disclaimer

All the information contained on this media is prepared for the inventory of real property found within Moore. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. Information contained herein was created for the County's internal use. MOORE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).

ZONING MAP



[illegible]

CADD MAP

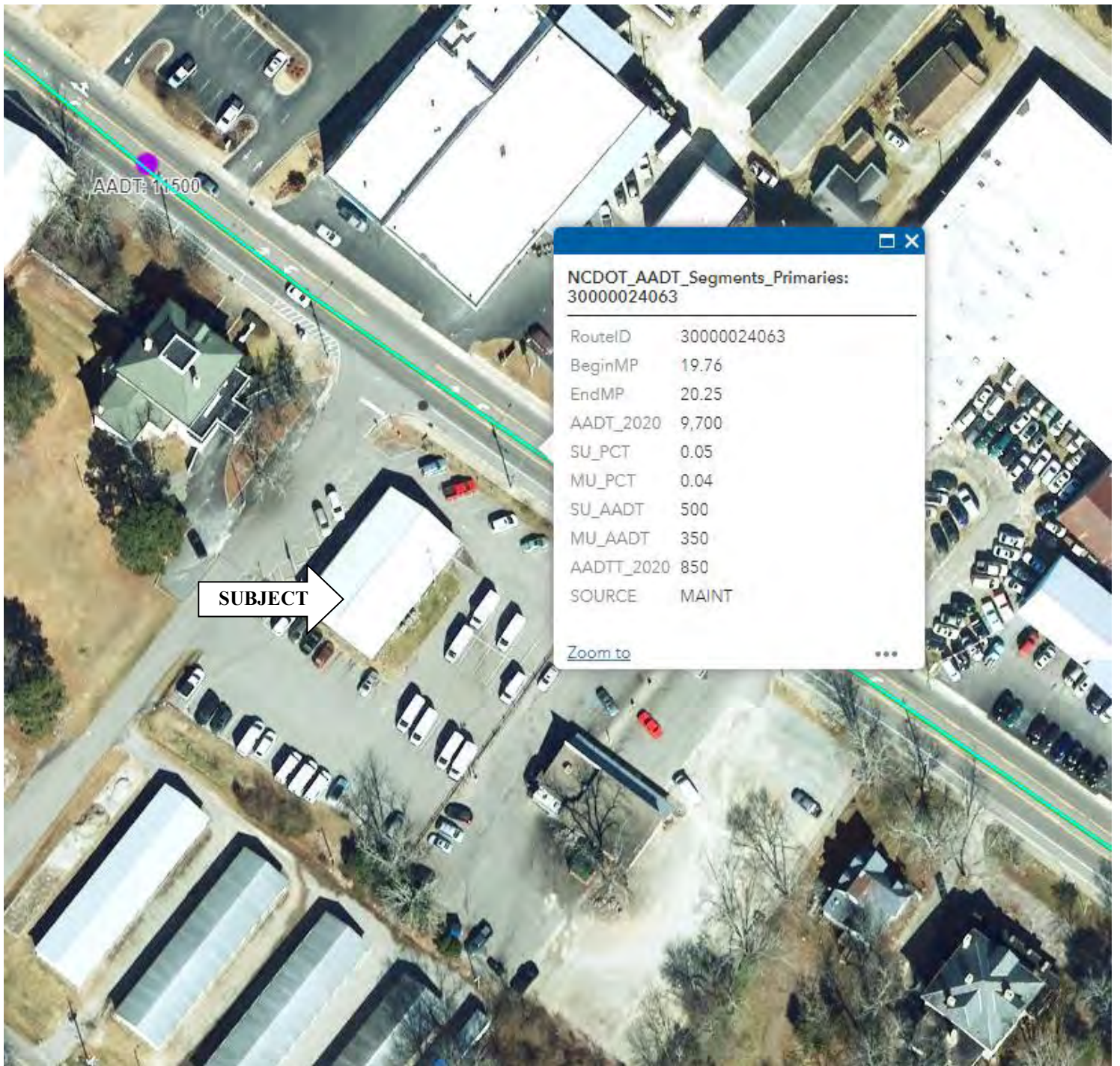
PLATE DATA		CROSS SECTION		SHEET DATA		NOTES	
FROM - TO		1ST AREA	1ST MOM	2ND AREA	RADIUS (1/7.30)	2ND MOM	1ST AREA
1 - 510 510W 2		022500	17.151	022500			
1 - 510	510	022500	17.151	022500	85.0000	890.548	127.044
2 - 510	510	022500	17.151	022500			
3 - 510	510	022500	17.151	022500			
4 - 510	510	022500	17.151	022500			
5 - 510	510	022500	17.151	022500			
6 - 510	510	022500	17.151	022500			
7 - 510	510	022500	17.151	022500			
8 - 510	510	022500	17.151	022500			
9 - 510	510	022500	17.151	022500			
10 - 510	510	022500	17.151	022500			
11 - 510	510	022500	17.151	022500			
12 - 510	510	022500	17.151	022500			
13 - 510	510	022500	17.151	022500			
14 - 510	510	022500	17.151	022500			
15 - 510	510	022500	17.151	022500			
16 - 510	510	022500	17.151	022500			
17 - 510	510	022500	17.151	022500			
18 - 510	510	022500	17.151	022500			
19 - 510	510	022500	17.151	022500			
20 - 510	510	022500	17.151	022500			
21 - 510	510	022500	17.151	022500			
22 - 510	510	022500	17.151	022500			
23 - 510	510	022500	17.151	022500			
24 - 510	510	022500	17.151	022500			
25 - 510	510	022500	17.151	022500			
26 - 510	510	022500	17.151	022500			
27 - 510	510	022500	17.151	022500			
28 - 510	510	022500	17.151	022500			
29 - 510	510	022500	17.151	022500			
30 - 510	510	022500	17.151	022500			
31 - 510	510	022500	17.151	022500			
32 - 510	510	022500	17.151	022500			
33 - 510	510	022500	17.151	022500			
34 - 510	510	022500	17.151	022500			
35 - 510	510	022500	17.151	022500			
36 - 510	510	022500	17.151	022500			
37 - 510	510	022500	17.151	022500			
38 - 510	510	022500	17.151	022500			
39 - 510	510	022500	17.151	022500			
40 - 510	510	022500	17.151	022500			
41 - 510	510	022500	17.151	022500			
42 - 510	510	022500	17.151	022500			
43 - 510	510	022500	17.151	022500			
44 - 510	510	022500	17.151	022500			
45 - 510	510	022500	17.151	022500			
46 - 510	510	022500	17.151	022500			
47 - 510	510	022500	17.151	022500			
48 - 510	510	022500	17.151	022500			
49 - 510	510	022500	17.151	022500			
50 - 510	510	022500	17.151	022500			
51 - 510	510	022500	17.151	022500			
52 - 510	510	022500	17.151	022500			
53 - 510	510	022500	17.151	022500			
54 - 510	510	022500	17.151	022500			
55 - 510	510	022500	17.151	022500			
56 - 510	510	022500	17.151	022500			
57 - 510	510	022500	17.151	022500			
58 - 510	510	022500	17.151	022500			
59 - 510	510	022500	17.151	022500			
60 - 510	510	022500	17.151	022500			
61 - 510	510	022500	17.151	022500			
62 - 510	510	022500	17.151	022500			
63 - 510	510	022500	17.151	022500			
64 - 510	510	022500	17.151	022500			
65 - 510	510	022500	17.151	022500			
66 - 510	510	022500	17.151	022500			
67 - 510	510	022500	17.151	022500			
68 - 510	510	022500	17.151	022500			
69 - 510	510	022500	17.151	022500			
70 - 510	510	022500	17.151	022500			
71 - 510	510	022500	17.151	022500			
72 - 510	510	022500	17.151	022500			
73 - 510	510	022500	17.151	022500			
74 - 510	510	022500	17.151	022500			
75 - 510	510	022500	17.151	022500			
76 - 510	510	022500	17.151	022500			
77 - 510	510	022500	17.151	022500			
78 - 510	510	022500	17.151	022500			
79 - 510	510	022500	17.151	022500			
80 - 510	510	022500	17.151	022500			
81 - 510	510	022500	17.151	022500			
82 - 510	510	022500	17.151	022500			
83 - 510	510	022500	17.151	022500			
84 - 510	510	022500	17.151	022500			
85 - 510	510	022500	17.151	022500			
86 - 510	510	022500	17.151	022500			
87 - 510	510	022500	17.151	022500			
88 - 510	510	022500	17.151	022500			
89 - 510	510	022500	17.151	022500			
90 - 510	510	022500	17.151	022500			
91 - 510	510	022500	17.151	022500			
92 - 510	510	022500	17.151	022500			
93 - 510	510	022500	17.151	022500			
94 - 510	510	022500	17.151	022500			
95 - 510	510	022500	17.151	022500			
96 - 510	510	022500	17.151	022500			
97 - 510	510	022500	17.151	022500			
98 - 510	510	022500	17.151	022500			
99 - 510	510	022500	17.151	022500			
100 - 510	510	022500	17.151	022500			

TYPE	COUNT	20% PEST	40%P2
Patch	1	5940.045	6.780
PLUG Right	1	2952.407	0.000
RNW Left	11	0.000	0.000
RNW Right	0	0.000	0.000
MSE Left	0	0.000	0.000
MSE Right	0	0.000	0.000
TGE Left	0	0.000	0.000
TGE Right	0	0.000	0.000
TGS Left	0	0.000	0.000
TGS Right	0	0.000	0.000
PSE Left	0	0.000	0.000
PSE Right	0	0.000	0.000
TSR Left	0	0.000	0.000
TSR Right	0	0.000	0.000
BUS Left	0	0.000	0.000
BUS Right	0	0.000	0.000
DRF Left	0	0.000	0.000
DRF Right	0	0.000	0.000
ROE Left	0	0.000	0.000
ROE Right	0	0.000	0.000
PSL Left	0	0.000	0.000
PSL Right	0	0.000	0.000
FUE Left	0	0.000	0.000
FUE Right	0	0.000	0.000
PEM Left	0	0.000	0.000
PEM Right	0	0.000	0.000
Sher Left	0	0.000	0.000
Sher Right	0	0.000	0.000
HS Left	0	0.000	0.000
HS Right	0	0.000	0.000

THE COURT'S USE OF THE "REASONABLE PERSON" STANDARD IN *WILSON* IS A REASONABLE RESPONSE TO THE DIFFICULTY OF THE FACTS OF THIS CASE. IN *WILSON*, THE COURT WAS CONFRONTED WITH THE FACTS THAT THE DEFENDANT HAD BEEN CONVICTED OF A CRIME THAT WAS NOT A CRIME IN THE STATE OF NEW YORK. THE COURT WAS REQUIRED TO DETERMINE WHETHER THE DEFENDANT'S CONDUCT WAS REASONABLE UNDER THE CIRCUMSTANCES OF THE CASE. THE COURT'S USE OF THE "REASONABLE PERSON" STANDARD IS A REASONABLE RESPONSE TO THE DIFFICULTY OF THE FACTS OF THIS CASE.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
ROUTE OF WAY DIVISION	
ROUTE COUNTY	05-9-2002
PARCEL # 077	GRADING/CONSTRUCTION/NOISE
100 1500 PG 250	UNKNOWN SCALE

NCDOT Annual Average Daily Traffic Counts



FLOOD MAP

National Flood Hazard Layer FIRMette



79°25'0"W 35°20'49"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000
Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, AE, AH, VE, AR
	With BFE or Depth Zone AE, AH, VE, AR
	Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes, Zone X
	Area with Flood Risk due to Levee Zone D
OTHER AREAS	NO SCREEN Area of Minimal Flood Hazard Zone X
	Effective LOMRs
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
OTHER FEATURES	20.2 Cross Sections with 1% Annual Chance
	17.8 Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
MAP PANELS	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
MAP PANELS	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/1/2022 at 11:41 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

The flood map for the selected area is number **3710856800J**, effective on **10/17/2006**

SOIL MAP



Map Unit Legend			
Moore County, North Carolina (NC125)			
Moore County, North Carolina (NC125)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ur	Urban land	0.8	100.0%
Totals for Area of Interest		0.8	100.0%

SAMUEL H. PATE
THE CAPE FEAR REAL ESTATE GROUP
3905 OLEANDER DRIVE, SUITE 3
WILMINGTON, NC 28403 (910) 833-8291

EDUCATION

BS – NORTH CAROLINA STATE UNIVERSITY, 2006

North Carolina – Certified General Real Estate Appraiser, License Number A-7281

Basics of Real Estate Appraisal, Wilmington, North Carolina, 2007

Valuation Principles & Procedures, R-2, Wilmington, North Carolina, 2007

Applied Residential Property Valuation, R-3, Wilmington, North Carolina, 2007

Introduction to Income Property Appraisal, G-1, Wilmington, North Carolina, 2007

Advanced Income Capitalization Techniques, G-2, Wilmington, North Carolina, 2007

Applied Income Property Valuation, G-3, Wilmington, North Carolina, 2007

Advanced Market Analysis and Highest and Best Use, Chicago, Illinois, 2011

Advanced Income Capitalization, Fort Lauderdale, Florida, 2011

Advanced Applications, Greensboro, North Carolina, 2011

Business Practices and Ethics, Wilmington, North Carolina, 2011

Forecasting Revenue, Appraisal Institute, Online, 2012

Appraisal Evaluation Seminar, Appraisal Institute, Greensboro, North Carolina, 2014

The New FHA Handbook, McKissick, Online 2015

The Appraisal of Fast-Food Facilities, McKissick, Online 2015

National USPAP Update, Wilmington, North Carolina 2016

NCDOT Appraisal Principal and Procedures, Wilson, North Carolina 2017

Complexities of Appraising Rural Properties, Wilson, North Carolina 2017

Understanding Residential Construction, McKissick, Online 2017

NC Supervisory Trainee Course, McKissick, Online 2017

National USPAP Update, Wilmington, North Carolina 2018

The Basics of Expert Witness Testimony for Commercial Appraisers, McKissick, Online 2019

Appraising Small Apartment Buildings, McKissick, Online 2019

Appraisal of Self-Storage Facilities, McKissick, Online 2019

MEMBERSHIPS

Associate Member, Appraisal Institute

National Association of Realtors

North Carolina Association of Realtors

Wilmington Regional Association of Realtors

Realtors Commercial Alliance of Southeastern North Carolina

National Registry

EXPERIENCE

The Overton Group, Broker, 2018 - Present

The Cape Fear Real Estate Group, Principal, 2012 – Present

Coldwell Banker Commercial, Broker, 2014 – 2018

The Clontz Newkirk Real Estate Group, Senior Staff Appraiser, 2007- 2012

PROPERTY TYPES APPRAISED

Land

Residential Multi-Family

Commercial Multi-Tenant

Institutional

Marinas

Hotels

Commercial Single-Tenant

Industrial

Subdivisions

CLIENTS

First Bank
Vantage South Bank
Marine Federal Credit Union
Bank of the Ozarks
North Carolina Department of
Transportation
First South Bank
Gulfcoast, LLC
North State Acquisitions, LLC
Kurt B. Fryar Law Firm

New Bridge Bank
Coastal Bank and Trust
BB&T
Regions Bank
Valuation Management Group

Coastal Federal Credit Union
Telics, LLC
O.R. Colan & Associates, LLC

COURT APPEARANCES

October 12, 2015 14-CVS-919 Superior Court, Brunswick County, North Carolina
Edward F. Wilkie, et ux vs. City of Boiling Spring Lakes

DEPOSITIONS

June 23, 2017 16-CVS-289 Superior Court Division, New Hanover County, North Carolina. Department of
Transportation vs. RI CS5, LLC and Worsley

LICENSE



LAWSON WADE CURRIE
THE CAPE FEAR REAL ESTATE GROUP
3905 OLEANDER DRIVE, SUITE 3
WILMINGTON, NC 28403 (910) 833-8291

EDUCATION

BS – UNIVERSITY OF NORTH CAROLINA WILMINGTON, 2017
North Carolina – Certified General Real Estate Appraiser, License Number A-8906
Basic Appraisal Principles, Raleigh, North Carolina, 2017
Basic Appraisal Procedures, Raleigh, North Carolina, 2017
Residential Market Analysis, Highest & Best Use. Raleigh, North Carolina, 2017
National USPAP 15- Hour Course, Raleigh, North Carolina, 2017
Supervisor Appraiser/ Trainee Appraiser, Raleigh, North Carolina, 2017
Land and Site Valuation, McKissock, Online 2019
The Cost Approach, McKissock, Online 2019
The Income Approach: An Overview, McKissock, Online 2019
General Appraiser Market Analysis Highest and Best Use, McKissock, Online 2020
General Appraiser Sales Comparison Approach, McKissock, Online 2020
General Appraiser Site Valuation and Cost Approach, McKissock, Online 2020
7-Hour National USPAP Update Course, McKissock, Online 2020
Expert Witness for Commercial Appraisers, McKissock, Online 2020
General Report Writing & Case Studies, McKissock, Online 2020
Commercial Appraisal Review, McKissock, Online 2020
General Appraiser Income Approach, McKissock, Online 2021
Statistics, Modeling and Finance, McKissock, Online 2021
2022-2023 7-Hour National USPAP Update Course, McKissock, Online 2022

EXPERIENCE

The Cape Fear Real Estate Group, Certified General Appraiser June 2022 – Present
The Cape Fear Real Estate Group, Real Estate Broker July 2020 – Present
ILM Rentals, LLC, Principal, 2018 - Present
The Overton Group, Commercial Broker, 2018 - 2020
The Cape Fear Real Estate Group, Trainee Appraiser July 2017 – May 2022

PROPERTY TYPES APPRIASED

Hotels
Land
Industrial
Residential Multi-Family
Commercial –Single Tenant
Commercial –Multi Tenant
Subdivisions
Self-Storage

LICENSE

			NORTH CAROLINA APPRAISAL BOARD		
APPRAISER QUALIFICATION CARD					
REGISTRATION / LICENSE / CERTIFICATE HOLDER					
22	LAWSON W CURRIE				23
A8906	G	Y			
APPRAISER NUMBER	TYPE	NATIONAL REGISTRY			
 Appraiser's Signature			 Executive Director		
EXPIRES JUNE 30, 2023					

PHOTOGRAPH MAP



PHOTOGRAPHS OF SUBJECT

**Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 033**



Picture Taken by Samuel H. Pate on 09/21/2022

1.) VIEW EAST-SOUTHEAST AT THE SUBJECT'S EXISTING FRONTAGE ALONG MONROE STREET.

**Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 033**



Picture Taken by Samuel H. Pate on 09/21/2022

2.) VIEW WEST-NORTHWEST AT THE SUBJECT'S FRONTAGE ALONG MONROE STREET.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 033



Picture Taken by Samuel H. Pate on 09/21/2022

- 3.) VIEW EAST-SOUTHEAST ALONG THE PROPOSED PUE AREA AT THE AFFECTED ASPHALT PAVING, WOODEN PLANTER BOX AND SEEDY YARD AREA.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 033



Picture Taken by Samuel H. Pate on 09/21/2022

- 4.) VIEW WEST-NORTHWEST ALONG THE PROPOSED PUE AREA AT THE AFFECTED CREPE MYRTLES AND SEEDY YARD AREA.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 033



Picture Taken by Samuel H. Pate on 09/21/2022

5.) VIEW NORTHEASTERLY AT THE AFFECTED ASPHALT PAVING INSIDE THE PROPOSED PUE AREA.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 033



Picture Taken by Samuel H. Pate on 09/21/2022

6.) ADDITIONAL VIEW OF THE PROPOSED PUE AREA AND THE AFFECTED MATURE CREPE MYRTLES, SEEDED YARD AREA AND ASPHALT PAVING.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 033



Picture Taken by Samuel H. Pate on 09/21/2022

7.) SOUTH FACING VIEW OF THE UNAFFECTED PRIMARY IMPROVEMENTS AND THE REMAINDER.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 033



Picture Taken by Samuel H. Pate on 09/21/2022

8.) VIEW NORTH-NORTHEAST AT THE SUBJECT'S FRONTAGE ALONG THE EASTERN SIDE OF MARION STREET.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 033



Picture Taken by Samuel H. Pate on 09/21/2022

9.) VIEW WESTERLY AT THE WEST SIDE AND REAR OF THE SUBJECTS UNAFFECTED PRIMARY IMPROVEMENTS.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 033



Picture Taken by Samuel H. Pate on 09/21/2022

10.) RECEPTION AREA.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 033



Picture Taken by Samuel H. Pate on 09/21/2022

11.) TYPICAL INTERIOR OFFICE.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 033



Picture Taken by Samuel H. Pate on 09/21/2022

12.) INTERIOR VIEW OF TYPICAL OFFICE AREA.

Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 033



Picture Taken by Samuel H. Pate on 09/21/2022

13.) INTERIOR COMMON AREA/KITCHCNETTE.

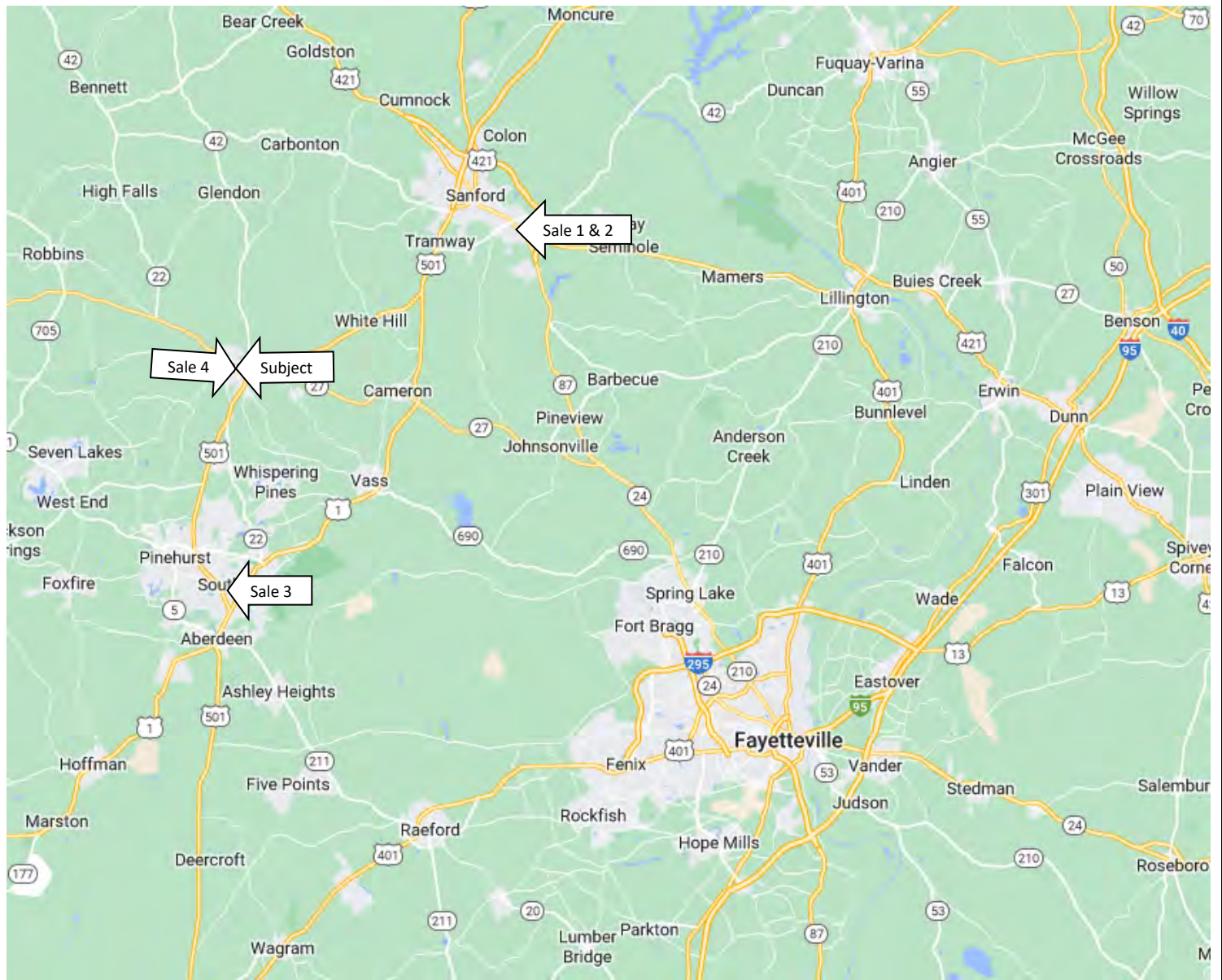
Property Owner: County of Moore
Project Number: U-3628
Parcel Number: 033



Picture Taken by Samuel H. Pate on 09/21/2022

14.) ADDITIONAL VIEW OF TYPICAL INTERIOR OFFICE UPFIT.

COMPARABLE SALES MAP



NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY BRANCH

COMPARABLE No: 1

Date: November 23, 2021 **Deed Book/Page:** 1661/989 **Stamps:** \$1,500 **County:** Lee
Grantor: H. William Murphy and Jane Bell Murphy **Grantee:** Halle Properties, LLC
Location: The property is located on the southwestern side of S. Horner Blvd. approximately 860' northwest of its intersection with Grimm St. in Sanford, NC
Sales Price: \$750,000 **Confirmed by (Name):** Broker/Steve Malloy (919)-708-3369
Financing: Cash to Seller
Condition of Sale and Reason Bought/Sold: Arm's-Length; For the Development of a Carwash
Present Use: Vacant **Zoning:** LI: Light Industrial District
Highest & Best Use: Commercial/Retail Use
Size: 1.836-acres **Shape:** Irregular **Topography:** Mainly Level
Existing R/W Area: N/A **Area Cleared/Wooded:** Cleared
Soil Type: FuB; Fuquay loamy sand **Drainage:** Appears Adequate **Available Utilities:** All Municipal
Access: S. Horner Blvd. & Dalrymple St. **Frontage:** 201' S. Horner Blvd. & 125' Dalrymple St.
Improvements: None at the time of sale.
Lessor: N/A **Lessee:** N/A
Rentable Area: N/A **Rent:** N/A **V&C:** N/A **Expenses:** N/A **Term:** N/A
Unit Price: \$408,497 per acre **Tax ID:** 9652-70-6998-00

Other Pertinent Information:

According to the broker this was an arm's length transaction and was indicative of the current market value. The broker further indicated that the buyer intended to have a Carwash built on the site. The broker also stated that he felt there was some value added to the sale as the DOT has said they would cover any expense to maintain access along S. Horner Blvd.



Taken by: Samuel H. Pate
Date Inspected: July 27, 2022

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY BRANCH

COMPARABLE NO: 2

Date: September 24, 2021 **Deed Book/Page:** 1650/820 **Stamps:** \$770 **County:** Lee
Grantor: Wanda Bryant Campbell Boaz and William A. Boaz and Logan Bryant Campbell Saponaro and Benjamin Joseph Saponaro **Grantee:** TWP PCP San Retail, LLC
Location: The property is located on the northwestern corner of the S. Horner Blvd./Grimm St. intersection in Sanford, NC
Sales Price: \$385,000 **Confirmed by (Name):** Broker/Carson Wilson (919)-714-7122
Financing: Cash to Seller
Condition of Sale and Reason Bought/Sold: Arm's-Length; For Future Highway 55 Restaurant
Present Use: Vacant **Zoning:** LI: Light Industrial District (Lee Co.)
Highest & Best Use: Commercial/Retail Use
Size: 1.08-acres **Shape:** Irregular **Topography:** Mainly Level
Existing R/W Area: N/A **Area Cleared/Wooded:** Cleared
Soil Type: FuB; Fuquay loamy sand **Drainage:** Appears Adequate **Available Utilities:** All Municipal
Access: S. Horner Blvd., Grimm St. & Dalrymple St. **Frontage:** 125' S. Horner Blvd.; 230' Grimm St. & 70' Dalrymple St.
Improvements: None at the time of sale.
Lessor: N/A **Lessee:** N/A
Rentable Area: N/A **Rent:** N/A **V&C:** N/A **Expenses:** N/A **Term:** N/A
Unit Price: \$356,481 per acre **Tax ID:** 9652-70-9795-00

Other Pertinent Information: According to the broker this was an arm's-length transaction that was indicative of the current market. The broker indicated that the buyer intendeds to develop the site with a Highway 55 restaurant.



Taken by: Samuel H. Pate
Date Inspected: July 27, 2022

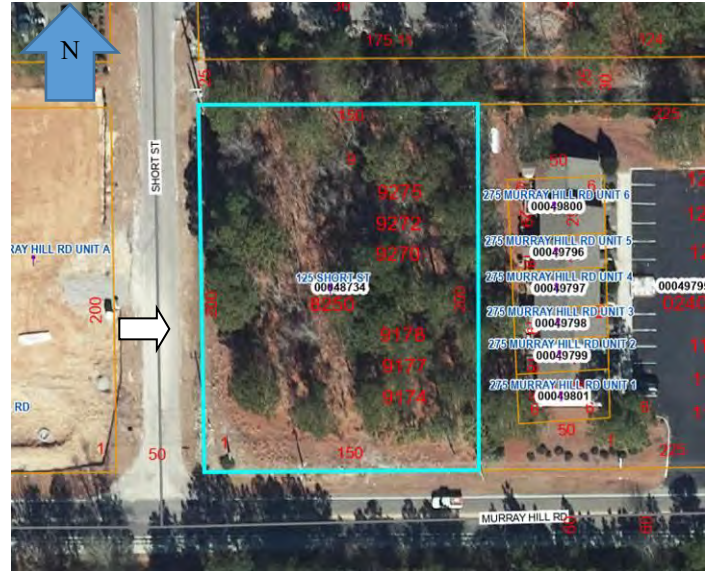
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY BRANCH

COMPARABLE NO: 3

Date: August 20, 2021 **Deed Book/Page:** 5684/557 **Stamps:** \$410 **County:** Moore
Grantor: Douglass Donnell and Frances Donnell **Grantee:** Culture Club, LLC
Location: 125 Short Street, Southern Pines, NC
Sales Price: \$205,000 **Confirmed by (Name):** Grantee/Peggy Floyd (910)-639-1197
Financing: Cash to Seller
Condition of Sale and Reason Bought/Sold: Arm's-Length; For Investment/Site Expansion
Present Use: Vacant **Zoning:** PD: Planned Development (Southern Pines)
Highest & Best Use: Future Commercial/Retail Use
Size: 0.689-acres **Shape:** Rectangular **Topography:** Mainly Level
Existing R/W Area: N/A **Area Cleared/Wooded:** Wooded
Soil Type: CbC; Candor-Urban land complex, 2-12% slopes **Drainage:** Appears Adequate **Available Utilities:** All Municipal
Access: Short Street & Murray Hill Road **Frontage:** 200' Short Street; 150' Murray Hill Road
Improvements: None at the time of sale.
Lessor: N/A **Lessee:** N/A
Rentable Area: N/A **Rent:** N/A **V&C:** N/A **Expenses:** N/A **Term:** N/A
Unit Price: \$297,533 per acre **Tax ID:** 00048734

Other Pertinent Information: According to the grantee this was an arm's-length transaction. The grantee further indicated that they own the adjacent parcel and purchased the lot for investment or to allow for expansion of their facilities.



Taken by: Samuel H. Pate
Date Inspected: July 27, 2022

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY BRANCH

COMPARABLE NO: 4

Date: January 6, 2021 **Deed Book/Page:** 5508/352 **Stamps:** \$530.00 **County:** Moore
Grantor: James E. Giles and Rose C. Giles, **Grantee:** CREH Kings Mountain, LLC
Richard Giles and Laura M. Giles
Location: Located at the southeast corner of the intersection of Monroe Street and Carriage Oaks Drive
Physical Address: 1012 Monroe Street, Carthage, North Carolina 28327
Sales Price: \$265,000 **Confirmed by (Name):** Grantor: Laura Giles 910-245-2457
Financing: Cash to seller
Condition of Sale and Reason Bought/Sold: Arm's Length / Purchased for development of Burger King
Present Use: Commercial/ Retail **Zoning:** TBD; Thoroughfare Business District
(Carthage)
Highest & Best Use: Continued Commercial/Retail Use
Size: 0.565- acres **Shape:** Mostly Rectangular **Topography:** Level and at grade with
Monroe Street and
Carriage Oaks Drive
Existing R/W Area: N/A **Area Cleared/Wooded:** Cleared
Soil Type: FaB; Fuquay **Drainage:** Appears adequate **Available Utilities:** Municipal Water and
loam sand Sewer
Access: Two access points from interior street **Frontage:** 188' Monroe Street, 124' Carriage Oaks
Drive, 221' Interior Street
Improvements: None of contributory value
Lessor: N/A **Lessee:** N/A
Rentable Area: N/A **Rent:** N/A **V&C:** N/A **Expenses:** N/A **Term:** N/A
Unit Price: \$469,027/ per acre **Tax ID:** 00990632

Other Pertinent Information: According to seller Laura Giles this transaction was arm's length in nature. Mrs. Giles further stated she had no knowledge of the proposed roadway project; therefore, the project had no impact on the final sales price. The existing building previously located on site offered no contributory value above and beyond the cost of its demolition. The site is improved with a newly constructed Burger King.



Taken by: Samuel H. Pate
Date Inspected: 08/01/2022

Limiting Conditions

Unless specifically stated otherwise in this report, this appraisal is contingent upon the following premises and conditions:

I assume no responsibility for legal matters nor do I render any opinion as to the title, which is assumed to be good. Any existing liens or encumbrances, now securing the payment of money, have been disregarded.

The client of this report is Vistabution, LLC. The intended users of this report are Vistabution, LLC, the North Carolina Department of Transportation and/or its assigns, the North Carolina Department of Justice, the Federal Highway Administration (FHWA), and the appropriate Trial Court and Jury. This appraisal report is prepared for the sole and exclusive use of the appraiser's client and/or its assigns.

The opinions, estimates, data, and statistics furnished by others are assumed to be correct. I assume no responsibility for errors or omissions, nor for undisclosed information which might otherwise affect the valuation estimate.

The distribution of the total valuation between land and improvements applies only under the hypothesis of highest and best use. The separate valuations for land and improvements must not be used in conjunction with any other valuation estimate. They are invalid if so used.

Values are reported in dollars based on currency prevailing on the effective date of the appraisal.

Inflation has been a fact of life in our economy for decades. Its erosive effect on purchasing power has been more apparent in the past decade. The appraiser is faced with a choice between constant or changing dollars, in conducting the various analyses. Constant dollars implies a constant purchasing power regardless of the time frame. Changing dollars are those expected to be paid or recovered. Rates of return on realty investments are typically quoted in changing dollars, particularly mortgage interest rates and land yield rates. It is neither customary nor convenient to convert future income estimates to constant dollar equivalents with the passage of time. Thus, the analyses and value estimates are conducted in the context of changing dollars.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structure that would make it more or less valuable. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances.

I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the Americans with Disabilities Act (ADA). It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

The North Carolina Department of Transportation has specific guidelines with respect to the reporting process. As a result, this report is subject to the Jurisdictional Exception Rule of USPAP with respect to Standard Rules 1 and 2.

The Uniform Standards of Professional Appraisal Practice, USPAP, Advisory Opinion 28 (AO-28) Scope of Work Decision, Performance, and Disclosure discusses the following: The flexibility and responsibility are linked in the Scope of Work Rule when it states: Appraisers have broad flexibility and significant responsibility in determining the appropriate scope of work for an appraisal or appraisal review assignment. This responsibility is described when the scope of work rule states: The appraiser must be prepared to demonstrate that the scope of work is sufficient to produce credible assignment results. This Advisory Opinion states: "The client, for example might request that the appraiser include, or exclude, specific inspection, data collection, or analysis in the scope of work. The appraiser may agree to perform an assignment with these types of assignment conditions provided that the assignment results are credible in the context of the intended use." Considering the intended use of this report, which is to assist in acquisition of private property for public use under North Carolina

eminent domain laws, excluding unaffected improvements and land areas in a “before” and “after” appraisal is deemed acceptable, when appropriate.

The parcel size has been taken from information provided by the North Carolina Department of Transportation. According to this information the subject totals 0.780-acres.

The improved sales comparison, and income approaches to value will be omitted from this report because the subject’s primary improvements are located outside the proposed easement area and are considered unaffected by the proposed roadway project.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions and recommendations.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.


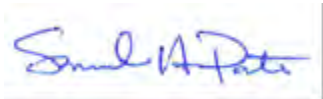

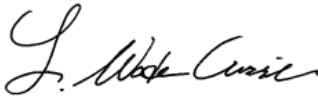
My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

Samuel H. Pate made a personal inspection of the property that is the subject of this report. Samuel H. Pate and Lawson Wade Currie have inspected the comparable sales.

Samuel H. Pate nor Lawson Wade Currie have provided any services related to the subject within the last three years as an appraiser or in any other capacity.

This report was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

		9/23/2022
	Samuel H. Pate	September 23, 2022
		9/23/2022
	Lawson Wade Currie	September 23, 2022

North Carolina Department of Transportation - Right of Way Unit

Certificate of Appraiser

TIP/Parcel No.: U-3628 033 WBS Element: 44672.2.1 County: Moore

Description: NC 24-27 (Monroe Street) West of NC 22 to US 15/501 in Carthage

Property Owner's Name: County of Moore Fed Aid Project: N/A

I HEREBY CERTIFY THAT:

I have ☐, have not ☒, performed ANY appraisal and NO other services as an appraiser or any other capacity, regarding the property that is the subject of this appraisal within the three year period immediately preceding acceptance of this assignment. If "Have" box is marked, please see Scope of Appraisal Section for details.

I have personally inspected the property herein appraised and that I have also made a personal field inspection of the comparable sales/rentals relied upon in making said appraisal. The subject and the comparables relied upon in making said appraisal were as represented by the photographs contained in said appraisal. I have given the owner or his designated representative the opportunity to accompany me during my inspection of the subject property.

Any decrease or increase in the "Market Value" of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, is disregarded in determining the compensation for the property.

The statements of fact contained in this appraisal report are true and correct, and the reported analyses, opinions and conclusions, subject to the critical assumptions and limiting conditions herein set forth, are my personal, unbiased, professional analyses, opinions and conclusions.

I understand such appraisal may be used in connection with the acquisition of or disposal of right-of-way for a highway to be constructed by the **State of North Carolina**, and that such appraisal has been made in conformity with appropriate State laws, regulations, and policies and procedures applicable to appraisal of right-of-way for such purposes, and that to the best of my knowledge, no portion of the value assigned to such property consists of items which are "Non-Compensable" under established laws of the **State of North Carolina**.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in compliance with NCDOT Real Estate Appraisal Standards and Legal Principles and the Uniform Standards of Professional Appraisal Practice. The appraisals in this assignment are to be made in accordance with all of the requirements set out in the NCDOT Real Estate Appraisal Standards and Legal Principles and the Uniform Standards of Professional Appraisal Practice and shall also comply with all applicable **Local, State, and Federal** laws, ordinances, regulations, restrictions and/or requirements; and any additions, revisions and/or supplements thereto.

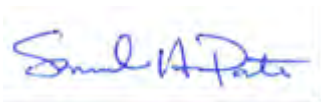
Neither my employment nor my compensation for making this appraisal is in any way contingent on the values reported herein.

I have no direct or indirect, present or prospective interest in neither the subject property nor any benefit from the acquisition of this property nor any bias with respect to the parties involved.

In addition to the undersigned, those persons duly noted in this report and under my direct supervision and responsibility, in so far as this particular appraisal is concerned, have contributed to the production of this appraisal. The analyses, conclusions or value estimates set forth in this appraisal are those of the undersigned.

I will not reveal the findings and results of such appraisal to anyone other than the proper officials of the **State of North Carolina** or officials of the **Federal Highway Administration** until authorized by State officials to do so, or until I am required to do so by **due process of law**, or until I am released from this obligation by having publicly testified as to such findings or to a duly authorized professional peer review committee.

My independent opinion of the difference in Market Value as of the 21st day of September, 20 22, is \$ 29,075 based upon my independent appraisal and the exercise of my professional judgment.



Specified Appraiser

9/23/2022

Date

Agenda Item:
Meeting Date: 5/16/23

MEMORANDUM TO MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director
Caroline Xiong, Finance Director

DATE: May 3, 2023

SUBJECT: Vass Sewer Phase 2 Contract 3

PRESENTER: Randy Gould, PE

REQUEST:

Adopt the Supplemental Bond Order and Resolution to proceed with interim financing for the construction of the Vass Sewer Phase 2 project for Contract 3.

BACKGROUND:

The interim financing for a \$756,000 loan for the construction of Contract 3 of the Vass Sewer Phase 2 project was approved by the LGC at their May 2 meeting.

The Moore County Board of Commissioners accepted the USDA Letter of Conditions for subsequent funding at their March 9 meeting which offered additional funding of \$756,000 loan and \$3,005,000 grant. The construction contract for Contract 3 was also awarded to ELJ, Inc. by the Board of Commissioners at their March 9 meeting. The contract documents for Contract 3 will be executed by the Chair after execution by the Contractor and closing of the interim financing.

The County has solicited proposals from banks and other financial institutions to provide construction financing for Contract 3 of the project, and County staff recommends accepting the proposal submitted by First Bank. The First Bank financing will be in place during the project construction period, and that financing will be replaced by long-term financing through the United States Department of Agriculture at the completion of construction.

Both the short- and long-term financing will be in the form of "revenue bonds." Revenue bonds are secured by a pledge of the net revenues of the County's water and sewer system, but not by any physical collateral or any promise to pay from any other source. This is the type of financing required by USDA's financing commitment.

To put the financing plan in place for this project, the Board needs to consider and adopt the following two proceedings:

- A Supplemental Bond Order, which authorizes these County revenue bonds and which supplements the original bond order that provided the overall legal framework for County revenue bonds; and

- A resolution approving interim construction financing, which (a) makes a final determination to finance the project, (b) accepts the First Bank proposal, and (c) authorizes County staff to complete the process.

The County expects to close the construction financing by May 23, 2023.

IMPLEMENTATION PLAN:

Adopt the Supplemental Bond Order and the Interim Financing Resolution in the forms presented.

FINANCIAL IMPACT STATEMENT:

Project funding is included in the project ordinance. Repayment of the loans and revenues generated by future customers will be included in the annual Public Utilities budget.

RECOMMENDATION SUMMARY:

Make a motion to adopt the Supplemental Bond Order and the Interim Financing Resolution in the forms presented.

SUPPORTING ATTACHMENTS:

Supplemental bond order, authorizing County revenue bonds
Interim financing resolution, authorizing construction financing
Copy of proposal from First Bank

Supplemental Bond Order and Series Resolution Authorizing and Providing for the Issuance of up to \$756,000 Water and Sewer Revenue Bonds

Introduction --

The Board of Commissioners (the "Board") of the County of Moore, North Carolina, adopted a Bond Order on November 15, 2022 (the "2022 Order"), providing for the issuance the from time to time of the County's revenue bonds. The revenue bonds are secured by a pledge of the net operating revenues of the County's water and sewer system, and not by any pledge of the County's taxing power or any physical collateral.

By a resolution adopted on March 21, 2023, the County stated its proposal to issue additional water and sewer revenue bonds to pay capital costs of the acquisition, construction and general carrying-out (the "Project") of improvements to the County's public water and sewer system, especially including additional portions of the County's project to extend sewer lines for underserved areas in the Town of Vass The United States of America, acting by and through Rural Utilities, an agency of the United States Department of Agriculture (the "Government"), has offered to purchase the bonds on desirable terms.

The Board now desires to adopt this supplemental bond order and series resolution to authorize formally the issuance of these new bonds as additional bonds under the 2022 Order.

BE IT ORDERED AND RESOLVED by the Board of Commissioners of the County of Moore, North Carolina, as follows:

1. ***Authorization of New Bond*** - There is hereby ordered to be issued a new revenue bond of the County (the "New Bond") to pay capital costs of the Project, as described above and as previously approved by the Board. The maximum aggregate principal amount of the New Bond issued for this purpose will be \$756,000.

2. ***New Bond is an Additional Bond*** - The New Bond will be issued as an "Additional Bond" under the terms and conditions of the 2022 Order. Capitalized terms used in this Supplemental Bond Order and not otherwise defined will have the meanings ascribed to those terms in the 2022 Order. The 2022 Order and this Supplemental Bond Order will be referred to together as the "Amended Bond Order."

3. ***Form and Details of New Bond*** -- The County will issue the New Bond as a single fully registered bond in a denomination not to exceed \$756,000. The New Bond will be dated the date of its initial delivery to the Government (the "Closing Date"), will be numbered R-1, and will bear interest from the Closing Date at an annual rate not to exceed 2.25%.

The New Bond will be designated "Water and Sewer Revenue Bond" and will be in substantially the form of Exhibit A, with additional minor changes (including any appropriate changes to the Series designation) not inconsistent with this Bond Order as may be approved by the Government and the officers signing the New Bond. This approval will be evidenced conclusively by the Government's acceptance of the delivery of the New Bond and the Government's payment to (or on behalf of) the County of the proceeds of the New Bond.

4. ***Payments on the New Bond*** -- (a) Installments of principal and interest will be payable on each June 1, beginning on the first June 1 following the Closing Date and continuing each June 1 thereafter, until the principal of the New Bond is paid in full. The payment of every installment will be applied first to interest accrued to the payment date and then to principal. Interest will be calculated based on a year of 365 days and the actual number of days elapsed. Principal and interest are payable in lawful money of the United States, but only from the Net Revenues and other funds pledged to payment as provided in this Bond Order.

(b) The principal installments will be payable in years and amounts as the Finance Director may determine, after consultation with the LGC, and as may be approved by the Government. In any event, the final payment on the New Bond must be payable not more than 40 years from the Closing Date.

(c) The Finance Director will execute a certificate prior to the initial delivery of the New Bond designating the final total principal amount of, the annual interest rate on, and the final principal payment schedule for, the New Bond. This certificate

will be conclusive evidence of the Finance Director's approval and determination of those matters.

(d) For any portion of the Bonds for which the Government is the registered owner, the County will make principal and interest payments in whatever fashion, including automatic debiting, as the Government may determine. For any portion of the Bonds for which the Government is not the registered owner, the County will make principal and interest payments by check or draft mailed on the payment date to the registered owners at the addresses that appear on the registration books kept by the Registrar, except that the final installment will be payable upon presentation and surrender of Bonds to the Registrar at the Registrar's Office.

5. ***Prepayment of New Bond*** -- (a) The County may prepay principal installments of the New Bond in whole or in part at any time at the County's option, without penalty or prepayment premium.

(b) Any prepayment will be applied first to any accrued and unpaid interest and then to installments of principal in inverse order of maturity. No prepayment affects the County's obligation to pay when due the remaining scheduled installments of principal of and interest on the New Bond. On any date designated for prepayment, notice having been given and moneys for the payment of the prepayment price being held in trust for such purpose, the New Bond or the applicable portions becomes due and payable, and the interest on the New Bond or portions prepaid ceases to accrue.

(c) For any portions of Bonds for which the Government is not the registered owner, the County must give 30 days' prior written notice of any prepayment to the registered owners, by registered or certified mail, to the addresses shown on the Registrar's registration book. The County is not required to give any advance notice of a prepayment for any portion of the Bonds for which the Government is the registered owner.

6. ***Payment of Proceeds of New Bond; Use of Proceeds*** -- The Board directs the Finance Director to determine, in consultation with the LGC, the procedures for the disbursement to the County of the proceeds of the New Bond. The County may use proceeds of the New Bond, including both the original proceeds from the sale of the New Bond and earnings from the investment of these proceeds, only to pay Project Costs or for the retirement of related bond anticipation notes.

7. ***Security for New Bond*** -- The New Bond will be a special obligation of the County. The principal of and interest on the New Bond will be payable solely from the Net Revenues and other sources pledged to such payment as provided under the Amended Bond Order. Neither the faith and credit nor the taxing power of the County or any other governmental entity shall be pledged for the payment of the principal of, or interest or any premium on, the New Bond, and no owner of the New Bond has the right to compel the exercise of the County's taxing power in connection with any default on the Bonds.

8. ***Statement as to Debt Service Reserve Fund*** – (a) In addition to the deposits to Debt Service Reserve Fund required under the 2022 Bond Order, the County will make additional annual deposits to the Debt Service Reserve Fund with respect to the New Bond. Deposits with respect to the New Bond must begin in the Fiscal Year following the Fiscal Year in which the first principal payment is due on the New Bond. Each annual deposit must be equal to one-tenth of the average amount payable for principal and interest in the then-current or any future Fiscal Year for the New Bond. The County must continue the annual deposits until the total amount deposited under this paragraph equals the average amount payable for principal and interest in the then-current or any future Fiscal Year for the New Bond.

(b) For purposes of the Amended Bond Order, from and after the Closing Date, "Debt Service Reserve Requirement" now means an amount equal to the sum of (i) the average amount payable for principal and interest in the then-current or any future Fiscal Year for the Initial Bonds (as defined in the 2022 Order) plus (ii) the average amount payable for principal and interest in the then-current or any future Fiscal Year for the New Bond.

(c) As provided in the 2022 Order, the Debt Service Reserve Fund secures payment of all Bonds issued under the 2022 Order, as amended from time to time, equally on a parity with one another.

9. ***Sale of New Bond*** -- The County asks the LGC to sell the New Bond to the Government, in accordance with the financing commitment previously provided to the County by the Government.

10. ***Resolutions as to Tax Matters*** - The County will not take or omit to take any action the taking or omission of which will cause the New Bond to be an "arbitrage bond," within the meaning of Section 148 of the "Code" (as defined below), or a "private activity bond" within the meaning of Code Section 141, or otherwise cause interest on the New Bond to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the County will comply with any Code provision that may require the County at any time to pay to the United States any part of the earnings derived from the investment of the proceeds of the New Bond. For the purposes of this Supplemental Bond Order, "Code" means the United States Internal Revenue Code of 1986, as amended, including applicable Treasury regulations.

11. ***New Bond as a "Bank-Qualified Bond"*** -- The Board authorizes the Finance Director to determine, on behalf of the County, whether the New Bond will be designated and issued as a "qualified tax-exempt obligation" for the purpose of Code Section 265(b)(3) (this designation provides certain tax advantages for financial institutions investing in local government obligations). The Finance Director will make this determination in that officer's discretion based on that officer's judgment of the County's best interests. The Finance Director shall make this determination by reference in the certificate referenced above in 4(c).

12. ***County Officials To Complete Closing*** -- (a) The Board authorizes the County Manager and all other County officers to take all appropriate action to complete the issuance of the New Bond to the Government in accordance with the Amended Bond Order. The Board authorizes the County Manager to hold executed copies of all financing documents authorized by the Amended Bond Order in escrow on the County's behalf until the conditions for their delivery have been completed to that officer's satisfaction, and then to release the executed copies of such documents for delivery to the appropriate persons or organizations.

(b) Without limiting the generality of the foregoing, the Board specifically authorizes the County Manager to approve changes to any agreements or certifications previously signed by County officers or employees, provided that the changes do not substantially alter the intent of the documents from that expressed in the form originally signed. The County Manager's authorization of the release of any document for delivery will constitute conclusive evidence of that officer's approval of

any such changes.

(c) In addition, the Board authorizes the County Manager to take all appropriate steps for the efficient and convenient carrying out of the County's ongoing responsibilities with respect to the Bonds. This authorization includes contracting with third parties for reports and calculations that may be required under the Bonds, the Amended Bond Order, or otherwise with respect to the Bonds or the financing of the Project.

(d) The Board authorizes all County officers and employees to take all further action as they may consider necessary or desirable in furtherance of the issuance of the New Bond and the purposes of the Amended Bond Order. The Board ratifies all prior actions of the County officers and employees in this regard. Upon the absence, unavailability or refusal to act of the Board's Chairman, the County Manager, or the Finance Director, any other of those officers may assume any responsibility or carry out any function assigned in the Amended Bond Order. In addition, the Board's Vice Chairman or any Deputy or Assistant Clerk may assume any responsibility or carry out any function assigned to the Board's Chairman or the Clerk, respectively, in the Amended Bond Order.

Exhibit A – Form of the New Bond

Registered Bond without Coupons

(Registered as to both principal and interest)

No. R-1

\$756,000

UNITED STATES OF AMERICA

STATE OF NORTH CAROLINA

COUNTY OF MOORE

Water and Sewer Revenue Bond, Series 20XX

The County of Moore, North Carolina (the “County”), for value received, hereby acknowledges itself indebted and promises to pay, solely from the Net Revenues and other funds described below and pledged to the payment of this Bond, to the

UNITED STATES OF AMERICA

**UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT**

(the “Government”), its successors and its registered assigns (the “Bondholder”), the principal sum of

SEVEN HUNDRED FIFTY-SIX THOUSAND DOLLARS (\$756,000)

in annual installments on June 1 in years and amounts as follows:

Date (June 1)	Principal Amount (\$)	Date (June 1)	Principal Amount (\$)
----------------------	------------------------------	----------------------	------------------------------

[to come]			
-----------	--	--	--

subject to prepayment as described below, together with interest on the unpaid principal from the date of this Bond until payment of the entire principal sum at the annual rate of 2.25%, with that interest payable on June 1, ____, and annually thereafter on each June 1.

In all events, (1) all payments on this Bond will be applied first to interest accrued and unpaid to the payment date and then to principal, and (2) if not sooner paid, the entire principal of and interest on this Bond will be due and payable on June 1, ____.

While the Government is the registered owner of this Bond, the County may prepay principal of this Bond, in whole or in part at any time at the County's option, without premium or penalty. The County is not required to give any advance notice of a prepayment for any portion of this Bond for which the Government is the registered owner.

Any prepayment will be applied first to any accrued and unpaid interest and then to installments of principal in inverse order of maturity. No prepayment in any way affects the County's obligation to pay when due the remaining scheduled installments of principal of and interest on this Bond. On any date designated for prepayment, this Bond (or the applicable portions of this Bond) becomes due and payable, and the interest on this Bond, or the portion prepaid, ceases to accrue, so long as notice has been given and moneys for the payment of the prepayment price are being held in trust for that purpose as provided in the Bond Order, as defined below.

Because this Bond allows for partial prepayment, **the actual principal amount outstanding on this Bond may be different from the amount determined by reference to the principal payment schedule stated above.**

This Bond is issued pursuant to a bond order as originally adopted by the County's governing Board of Commissioners on November 15, 2022, and as supplemented on _____, 2023 (collectively, the "Bond Order"). This Bond is issued to provide funds, to be used together with other available funds, to pay costs of the acquisition and construction of improvements to the County's public water and

sewer system, especially including costs of sewer line extensions.

This Bond is a limited obligation of the County, payable as to both principal and interest solely from the Net Revenues (as defined in the Bond Order) and other funds pledged to that payment as provided in the Bond Order. Nothing in this Bond or in the Bond Order creates or constitutes a pledge of the faith and credit of the County, the State of North Carolina, or of any other county, city, town or other political subdivision of the State.

Reference is made to the Bond Order, and to any amendments or supplements to the Bond Order, for a description of the provisions, among others, with respect to the nature and extent of the security, the County's rights, duties and obligations, the Bondholder's rights and the terms upon which this Bond is issued, to all of which provisions each Bondholder, by the acceptance of this Bond, agrees. A copy of the Bond Order is on file with the Clerk to the County's Board of Commissioners at the County's office in Carthage, North Carolina.

The County has issued, and may issue in the future, additional obligations secured by a pledge of Net Revenues, including obligations secured equally and ratably with this Bond. The County may issue additional obligations from time to time under the conditions, limitations and restrictions set forth in the Bond Order.

This Bond is registered as to both principal and interest. The County's Finance Director has been appointed Registrar for this Bond and charged with the responsibility for maintaining appropriate registration books and records indicating ownership of this Bond. The County will treat the registered owner of this Bond as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner.

The registered owner of this Bond may register the transfer of the ownership of this Bond only by delivery to the Registrar of an assignment, in form and substance reasonably acceptable to the Registrar, that has been executed by the registered owner or its duly authorized attorney or legal representative. Upon receipt of an appropriate assignment, the Registrar will register this Bond as to both principal and interest on the County's registration books in the name of the transferee named in the assignment.

The Registrar will not, however, register the transfer of this Bond, or any portion of this Bond, to any person other than a bank, an insurance company or a similar financial institution unless the North Carolina Local Government Commission has previously approved the transfer. In addition, the Registrar is not required to make any registration of transfer during the fifteen days immediately preceding an interest payment date on this Bond or after any notice of a redemption has been sent to the registered owner.

So long as the Government is the registered owner of this Bond, the County will pay principal and interest in whatever fashion, including automatic debiting, as the Government may designate. For any portions of this Bond for which the Government is no longer the registered owner, the County will pay principal and interest by check or draft mailed on the payment date to the registered owner of this Bond at its address as it appears on the registration books kept by the Registrar, except that the final installment will be payable upon presentation and surrender of this Bond to the Registrar as described in the Bond Order at the County's office in Carthage, North Carolina.

Principal and interest are payable in lawful money of the United States of America. Interest is calculated based on the actual number of days elapsed and a year of 365 days.

[The County has designated this Bond as a "qualified tax-exempt obligation" for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.] **[The County has not designated this Bond as a "qualified tax-exempt obligation" for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]**

The County intends that North Carolina law will govern this Bond and all matters of the interpretation of this Bond and the Bond Order.

All acts, conditions and things required by the Constitution and laws of the State of North Carolina to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed, and the issue of Bonds of which this Bond is one, together with all other County indebtedness, is within every debt and other limit prescribed by the Constitution and laws of the State

of North Carolina.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by the Chairman of its Board of Commissioners, its seal to be affixed to this Bond and to be attested by the Clerk to the Board of Commissioners, and this Bond to be dated _____, 20XX.

<p>[SEAL]</p> <p>ATTEST:</p> <p><u><i>[do not sign - specimen only]</i></u> [name] Clerk, Board of Commissioners</p>	<p>COUNTY OF MOORE, NORTH CAROLINA</p> <p>By: <u><i>[do not sign - specimen only]</i></u> [name] Chairman, Board of Commissioners</p>
---	---

[\$756,000 Water and Sewer Revenue Bond, Series 20XX]

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within Bond has been approved under the provisions of The State and Local Government Revenue Bond Act, Article 5, Chapter 159 of the North Carolina General Statutes, as amended.

Local Government Commission of North Carolina

Sharon G. Edmundson
Secretary, North Carolina
Local Government Commission

By _____
[Sharon G. Edmundson or
Designated Assistant]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner of this Bond hereby sells, assigns, and transfers unto _____ the within bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signed: _____
Registered Owner

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatever.

**[\$756,000 Water and Sewer Revenue Bond, Series 20XX,
of the County of Moore, North Carolina]**

Resolution Approving Interim Construction Financing For the Next Phase of the County's Vass Sewer Project

Introduction --

The County of Moore has previously determined to acquire, construct and generally carry out (the "Project") certain improvements to the County's water and sewer system, particularly including sewer line extensions in the Town of Vass.

The County has previously authorized the issuance of up to \$756,000 water and sewer revenue bonds (the "Bonds") to pay Project costs. This will be a second round of financing, following the County's borrowing \$4,657,000 in late 2022 to provide initial funding for the Project. Revenue bonds are not general obligations of the County, and are not be secured by a pledge of the County's taxing power or by any physical collateral. Instead, revenue bonds are payable from the net operating revenues of the County's water and sewer system.

The North Carolina Local Government Commission (the "LGC"), in consultation with the County, has solicited proposals from banks and other financial institutions to provide construction-period financing for the Project in the form of water and sewer revenue bond anticipation notes. The notes are to be issued in anticipation of the later sale of the Bonds. Staff recommends that the County accept a proposal for the purchase of the notes from First Bank (the "Lender").

BE IT THEREFORE RESOLVED by the Board of Commissioners of the County of Moore, North Carolina, as follows:

- 1. Determination To Proceed with Financing through the Lender –***

The County will carry out the Project with interim construction financing in the form of a new issue of water and sewer revenue bond anticipation notes in the aggregate principal amount of \$756,000. The County will issue the notes in anticipation of the later issuance of the Bonds.

The County accepts the Lender's proposal, dated May 2, 2023, for the purchase of the Notes. The County asks the LGC to sell the notes to the Lender at a private sale, substantially in accordance with the Lender's proposal and this resolution.

2. *Form and Details of Notes* -- The bond anticipation notes will take the form of a single water and sewer revenue bond anticipation note (the "Note") to be designated "Water and Sewer Revenue Bond Anticipation Note, Series 2023." The Note will be substantially in the form set out in Exhibit A, with such changes as the officers signing the Note may approve. The delivery of the Note to the Lender will be conclusive evidence of the County's approval of the final form of the Note.

The Note will be dated the date of its delivery to the Lender, will mature (without option of prior payment) on June 11, 2024, and will bear interest payable at maturity at the annual rate of 4.57% (subject to adjustment upon default or the loss of tax-exempt status, as may be provided in the final form of the Note and substantially as described in Exhibit A). The Note will be fully registered as to the payment of principal and interest, and will be registered initially in the name of the Lender or its designee. All payments will be made in lawful money of the United States, and interest will be calculated on the basis of a 360-day year of twelve 30-day months.

The Note must be signed by the manual or facsimile signature of the

Chairman of this Board or the County Manager. The County's seal must be affixed to the Note (or a facsimile of the seal printed on the Notes) and attested by the manual or facsimile signature of the Clerk of the Board of Commissioners. No Note will be valid unless at least one signature appearing on the Note is manually applied; the manual signature may be the signature of an LGC official that is required by law to appear on the Note.

3. *Issuance under Bond Order* – The Note is issued as a bond anticipation note within the meaning of Section 2.04 of the Bond Order for County water and sewer revenue bonds as originally adopted on November 15, 2022, and as supplemented on May 16, 2023 (collectively, the “Bond Order”).

4. *Pledge of Net Revenues, Note Proceeds and Bond Proceeds* – (a) All “Net Revenues,” as defined in the Bond Order, are hereby pledged to the payment of the principal of and interest on the Note, subject only to the right to make application of the Net Revenues to other purposes as provided in the Bond Order and by law. The County will apply the Net Revenues to the payment of principal of and interest on the Note as the same become due, to the extent other funds (such as Bond proceeds) are not otherwise available and appropriated for that purpose.

(b) All proceeds of the Note, including the investment earnings on the original proceeds (together, the “Proceeds”), are hereby pledged to the payment of the Note, subject to the County’s right to apply the Proceeds to “Project Costs” as provided in this resolution.

(c) In addition, the proceeds of the Bonds are also hereby pledged for the payment of the Note, and the Note shall be retired from the Bond proceeds as the first priority.

5. *Note Will Be a Special Obligation* -- The Note will be a special

obligation of the County, payable solely from the Net Revenues and other funds pledged therefor as provided in this resolution and in the Bond Order. The principal of and interest on the Note are payable solely from those revenues and other funds. Neither the County's faith and credit nor its taxing power is or will be pledged for the payment of the principal of or interest on the Note, and no owner of the Note will have the right to compel the exercise of the County's taxing power in connection with any default on the Note.

6. *Use of Proceeds for Project Costs* -- The County will use the Proceeds only to pay Project Costs until all Project Costs are paid. The County will apply Proceeds to Project Costs only after it has received approval for the payment of costs from the United States of America – Department of Agriculture – Rural Utilities Service (or any successor agency), as the prospective purchaser of the Bonds. The County will make available to the registered owner of the Note all records related to the use and investment of Proceeds and the payment of Project Costs as such owner may reasonably request from time to time.

"Project Costs" means all costs of design, planning, construction, acquisition, installation, equipping and generally carrying out of the water and sewer system improvements financed with Proceeds, as determined in accordance with generally accepted accounting principles and as will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Note, including (a) sums required to reimburse the County or its agents for advances made for any such costs, (b) interest of the Note and Bonds during the term of the Project and for up to six months thereafter, and (c) all costs related to the financing of the Project through the issuance of the Note and the Bonds and all related transactions.

7. *Actions toward Issuance of Bonds* – The County covenants, for the benefit of the beneficial owners of the Note, that it will act with all due diligence in undertaking the Project and otherwise so as to provide for the issuance of

the Bonds in a timely manner.

8. *Finance Officer as Registrar; Payments to Registered Owners --*

The Board appoints the County's Finance Officer as Registrar for the Note. As Registrar, the Finance Officer shall maintain appropriate books and records of the ownership of the Note. The County will treat the registered owner of the Note as the person exclusively entitled to payment of principal and interest and the exercise of all rights and powers of the owner. The Note will be payable at its maturity upon presentation and surrender to the Registrar.

The Registrar will not, however, register the transfer of the Note to any person or entity other than a bank, an insurance company or a similar financial institution unless the LGC has previously approved the transfer.

9. *Direction To Execute Documents --* The Board directs the Chairman of this Board, the County Manager, the Finance Officer and all other County officers to act on the County's behalf and to execute and deliver all appropriate documents for the proposed financing. The execution and delivery of any document by an authorized officer will be conclusive evidence of that officer's approval of the final form of that document. The documents in final form, however, must be consistent with the financing plan described in this resolution.

10. *County Manager Authorized To Complete Closing --* The Board directs the County Manager to take all appropriate action to provide for the issuance of the Note in cooperation with the Lender in accordance with this resolution. The Board authorizes the County Manager to hold executed copies of all financing documents authorized or permitted by this resolution in escrow on the County's behalf until the conditions for their delivery have been completed to the Manager's satisfaction, and thereupon to release the executed copies of such documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, the Board authorizes the County Manager to approve changes to any documents, agreements or certifications previously signed by County representatives, provided that the changes are not inconsistent with this resolution and do not substantially alter the intent of the instrument from that expressed in the form originally signed. This authorization specifically permits the County Manager to make further agreements or covenants on behalf of the County regarding the custody and investment of Proceeds. The County Manager's authorization of the release of any instrument for delivery will constitute conclusive evidence of his approval of any changes.

In addition, the Board authorizes the County Manager to take all appropriate steps for the efficient and convenient carrying out of the County's on-going responsibilities with respect to the financing of the Project. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under the Note, this resolution or otherwise with respect to the financing, and making appropriate payments prior to the Note closing for costs related to the financing and the Project.

11. *Authorization for Note Extensions* – If at the time of the maturity of the Note the County Manager determines that the County is not in a position to issue the permanent financing Bonds and use those proceeds to pay the principal of the Note, the County Manager is authorized to negotiate an extension to the maturity of the Note with the Lender. The County Manager is authorized to execute and deliver any agreements or instruments, and to take any further action, he finds to be appropriate and in the County's best interest to carry out any modification to the Note to extend the maturity. For any modification under this authority, however, (a) there must be no increase in the outstanding principal amount of the Note, (b) there must be no increase in the interest rate payable on the Note, (c) there must be no change in the lender to

which the Note is payable, and (d) the Note as modified must mature not more than three years from the original dated date of the Note. This authorization is not limited to one modification and extension, but includes as many modifications and extensions as the County Manager finds to be in the County's best interests.

12. *Financial Information to Noteholder* -- In partial consideration of the Lender's purchase of the Note, the County promises the Lender that the County will send to the registered owner of the Note from time to time (a) a copy of the County's audited financial statements for each of the County's fiscal years promptly upon the Board's acceptance of the financial statements, but in any event within 210 days after the end of each fiscal year, (b) a copy of the County's adopted budget within 30 days of its adoption, and (c) all other financial information as the registered owner may reasonably request from time to time. The County shall permit the registered owner or its agents and representatives to inspect the County's books and records and make extracts therefrom.

14. *Covenants as to Tax Matters* -- The County will not take or omit to take any action the taking or omission of which will cause the Note to be an "arbitrage bond," within the meaning of Section 148 of the "Code" (as defined below), or a "private activity bond" within the meaning of Code Section 141, or otherwise cause interest on the Note to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the County will comply with any Code provision that may require the County at any time to pay to the United States any part of the earnings derived from the investment of the Note proceeds. In this resolution, "Code" means the United States Internal Revenue Code of 1986, as amended, and includes applicable Treasury regulations.

15. *Note is a "Bank-Qualified" Obligation* -- The County designates the Note as a "qualified tax-exempt obligation" for the purpose of Code Section

265(b)(3), which provides certain tax advantages for financial institutions investing in obligations similar to the Note.

16. *Additional Provisions* – The Board authorizes all County officers and employees to take all such further action as they may consider necessary or desirable in furtherance of the issuance of the Note and all other purposes of this resolution. The Board ratifies all prior actions of County representatives to this end. Upon the absence, unavailability or refusal to act of the County Manager, the Finance Officer, the Chairman of this Board or the Clerk of the Board of Commissioners, any other of such officers may assume any responsibility or carry out any function assigned in this resolution. In addition, the Vice Chairman or any Deputy or Assistant Clerk may assume any responsibility or carry out any function assigned to the Chairman or the Clerk, respectively, in this resolution. All other Board proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

I certify as follows: that the foregoing resolution (which includes the attached Exhibit A) was properly adopted at a meeting of the Board of Commissioners of the County of Moore, North Carolina; that this meeting was properly called and held on May 16, 2023; that a quorum was present and acting throughout the meeting; and that this resolution has not been modified or amended, and remains in full effect as of today.

Dated this _____ day of May, 2023.

[SEAL]

Clerk, Board of Commissioners
County of Moore, North Carolina

Exhibit A – Sample Form of Note

REGISTERED NOTE NUMBER R-1

May __, 2023

\$756,000

**UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA**

COUNTY OF MOORE

Water and Sewer Revenue Bond Anticipation Note, Series 2023

THE COUNTY OF MOORE, NORTH CAROLINA (the “County”), for value received, acknowledges itself indebted and promises to pay, solely from the Net Revenues and other funds described below and pledged to the payment of this Note, to

FIRST BANK

its successors and its registered assigns (the "Noteholder"), the principal sum of

SEVEN HUNDRED FIFTY-SIX THOUSAND DOLLARS (\$756,000)

on June 11, 2024, without option of prepayment, and to pay, solely from such source, to the registered owner of this Note interest on the unpaid principal

from the date of this Note until payment of the entire principal sum at the annual rate of 4.57% (calculated on the basis of a 360-day year consisting of twelve 30-day months and subject to adjustment as provided below).

Principal of and interest on this Note are payable upon presentation and surrender of this Note by the registered owner, or its duly authorized attorney, at the office of the County's Finance Officer, who has been appointed Registrar, in Carthage, North Carolina, or at such successor office as the Registrar may designate in writing to the Noteholder. Principal and interest are payable in lawful money of the United States of America.

This Note has been authorized and is issued pursuant to a bond order originally adopted by the County's governing Board of Commissioners on November 15, 2022, and as supplemented on May 16, 2023 (collectively, the "Bond Order"), along with a resolution also adopted by the Board on May 16, 2023 (the "Note Resolution"), and the Constitution and laws of the State of North Carolina, including The State and Local Government Revenue Bond Act. The Note has been authorized and is issued to provide funds, together with other available funds, to pay capital costs of certain sewer system improvements in anticipation of the issuance of certain County water and sewer revenue bonds (the "Bonds") previously authorized for this purpose.

While any default by the County under this Note, the Bond Order or the Note Resolution is continuing, (a) the principal of this Note continues to be payable on June 11, 2024, but (b) the unpaid principal of this Note will bear interest (but only during the pendency of the default) at a "Default Rate" equal to the lesser of (a) the sum of the "Prime Rate" plus 4.0% (400 basis points) per annum and (b) the maximum lawful rate. "Prime Rate" means the rate announced by First Bank (whether or not First Bank or any affiliate is at any time the Noteholder) from time to time to be its "prime rate." Any change in the Prime Rate shall be effective as of the date such change is announced by First Bank.

The County acknowledges that the Noteholder is purchasing this Note with the interest rate stated above based on the premise that the interest on this Note paid by the County is not included in gross income for federal and State income tax purposes under federal and State laws in effect as of the date of this Note's initial delivery to its purchaser.

If at any time there is a "Determination of Taxability" or an "Event of Taxability," each as defined below, the fixed rate of interest payable on this Note shall be increased to and be calculated at the rate which will provide to every affected Noteholder the effective yield which it would have received if there had not been a Determination of Taxability or an Event of Taxability, such rate to be determined by the Noteholder (the "Alternative Rate of Interest"), and shall be payable from the Date of Taxability to such time as this Note is paid in full. In such event, the County shall also pay every affected Noteholder all amounts, if any, which may be necessary to reimburse the Noteholder for any interest, penalties or other charges assessed by the Internal Revenue Service or the North Carolina Department of Revenue against the Noteholder by reason of the Noteholder's failure to include the interest on this Note in its gross income for income tax purposes. The County shall pay to the Noteholder the above mentioned Alternative Rate of Interest notwithstanding any transfer by the Noteholder or payment or prepayment by the County prior to the date such Determination of Taxability was made or Event of Taxability occurred.

The County will give prompt written notice to the Noteholder upon the County's receipt of any written notice of a Determination of Taxability or the occurrence of any Event of Taxability.

"Date of Taxability" means the first date upon which interest on this Note is included in the gross income of a Noteholder for federal income tax purposes as a result of an Event of Taxability or a Determination of Taxability.

“Determination of Taxability” means a determination that the interest on this Note is included in gross income of the Noteholder for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (a) the date on which the Noteholder is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a consequence of an Event of Taxability, the interest on this Note is included in the gross income of the Noteholder for federal income tax purposes; (b) the date on which the County receives notice from the Noteholder that the Noteholder has been advised in writing by the Internal Revenue Service that such Service has issued a statutory notice of deficiency or similar notice to the Noteholder which asserts, in effect, that interest on this Note received by the Noteholder is included in the gross income of the Noteholder for federal income tax purposes, as a result of an Event of Taxability; (c) the day on which the County is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that the interest on this Note is included in the gross income of the Noteholder for federal income tax purposes as a result of an Event of Taxability; or (d) the day on which the County is advised in writing by counsel to the Noteholder that a final determination, from which no further right of appeal exists has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the County has been given notice and an opportunity to participate and defend that interest on this Note is included in the gross income of the Noteholder for federal income tax purposes as a result of an Event of Taxability.

“Event of Taxability” means any event, occurrence or situation, resulting from an action, or failure to act, by the County, the effect of which is to cause the interest on this Note to be includible in the gross income of the Noteholder for federal income tax purposes.

This Note is a special obligation of the County, payable solely from the net

operating revenues of the County's water and sewer system (the "Net Revenues," as specifically defined in the Bond Order) and other revenues and funds pledged therefor as provided in the Bond Order and the Note Resolution. Neither the faith and credit nor the taxing power of the County is pledged for the payment of the principal of or interest on this Note, and no owner of this Note has any right to compel the exercise of the County's taxing power in connection with any default hereon.

In addition, the proceeds of the Bonds are also pledged for the payment of this Note, and this Note shall be retired from the Bond proceeds as the first priority.

Reference is made to the Bond Order, the Note Resolution and all amendments and supplements thereto for a description of the provisions, among others, with respect to the nature and extent of the security, the County's rights, duties and obligations, the Noteholder's rights and the terms upon which this Note is issued, to all of which provisions each Noteholder, by the acceptance of this Note, agrees. The terms and conditions of the Bond Order and the Note Resolution form a part of the contract between the County and the Noteholder.

The County may issue additional obligations secured by a lien on Net Revenues, including liens ranking on a parity with the lien on Net Revenues securing this Note, under the terms and conditions set forth in the Bond Order and the Note Resolution.

This Note is fully registered as to both principal and interest. Transfer of this Note may be registered upon books maintained for that purpose by the Registrar. The Registrar will treat the registered owner of this Note as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner. The Registrar will not register the transfer of this Note to any person other than a bank, an insurance company or

a similar financial institution unless the North Carolina Local Government Commission has previously approved such transfer.

The County has designated this Note as a “qualified tax-exempt obligation” for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The County intends that North Carolina law will govern this Note and all matters of its interpretation.

All acts, conditions and things required by the Constitution and laws of the State of North Carolina to happen, exist or be performed precedent to and in the issuance of this Note have happened, exist and have been performed.

IN WITNESS WHEREOF, the County has caused this Note to be signed by its Chairman of its Board of Commissioners, its seal to be affixed hereto and attested by its Clerk of the Board of Commissioners, and this Note to be dated May ____, 2023.

[SEAL]

ATTEST:

**COUNTY OF MOORE,
NORTH CAROLINA**

[sample only do not sign]

[name]

Clerk, Board of Commissioners

By: *[sample only do not sign]*

[name]

Chairman, Board of Commissioners

**[\$756,000 Water and Sewer Revenue Bond Anticipation Note, Series
2023]**

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within Note has been approved under the provisions of The State and Local Government Revenue Bond Act, Article 5, Chapter 159 of the North Carolina General Statutes, as amended.

Local Government Commission of North Carolina

Sharon G. Edmundson
Secretary,
North Carolina Local Government Commission

By _____
[Sharon G. Edmundson or Designated Assistant]

TRANSFER OF NOTE

Transfer of this Note may be registered by the registered owner or its duly authorized attorney upon presentation to the Registrar, who will note the transfer in books kept by the Registrar for that purpose and in the registration blank below.

**Date of Re-
Registration**

**Name of New
Registered Owner**

**Signature
of Registrar**

**[\$756,000 Water and Sewer Revenue Bond Anticipation Note, Series
2023, of the County of Moore, North Carolina]**

Agenda Item: V.A.
Meeting Date: May 16, 2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest, County Manager
DATE: May 2, 2023
SUBJECT: FY 2023-2024 Recommended County of Moore Budget
PRESENTER: J. Wayne Vest

REQUEST:

The request is to receive the Fiscal Year 2023-2024 Recommended County of Moore Annual Budget from the County Manager.

BACKGROUND:

The Budget Team has been meeting since January 2023. Fiscal year 2023-2024 requests have been made by County Department Directors, Moore County Schools, Sandhills Community College, Sandhills Center for Mental Health/Development Disabilities/Substance Abuse Service, and others.

IMPLEMENTATION PLAN:

The FY24 Budget Public Hearing is scheduled for Tuesday, June 20, 2023, at 5:30 p.m. The targeted date for adoption of the Moore County Budget Ordinance will take place on Thursday, June 22, 2023, at a special called meeting of the Moore County Board of Commissioners.

RECOMMENDATION SUMMARY:

The recommendation is to receive the Fiscal Year 2023-2024 Recommended Budget as presented by the County Manager.

SUPPORTING ATTACHMENTS:

The FY2023-2024 Recommended Budget
Power Point Presentation for the FY2023-2024 Recommended Budget

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger
Planning Director

DATE: April 14, 2023

SUBJECT: Unified Development Ordinance Text Amendment – Freight
Terminals (Sections 6.1, 8.49, and 20.2)

PRESENTER: Debra Ensminger

REQUEST

A request for a text amendment to Chapter 8: Specific Use Standards (Section 8.49), Chapter 6: Table of Uses (Section 6.1), and Chapter 20: Definitions (Section 20.2) of the Moore County Unified Development Ordinance as follows:

Bold Text – additions to the ordinance

~~Strikethrough Text~~ – deletions from the ordinance

1. AMEND Chapter 8 (Specific Use Standards) to add Section 8.49 (Freight Terminals)

SECTION 8.49. FREIGHT TERMINALS

A. DEFINITION

1. A facility designated for the loading, unloading, and transshipment of goods from and to trains or other modes of transportation.

B. STANDARDS

1. All structures, loading areas, parking areas, outdoor storage, and staging areas shall be located a minimum of 100 feet from any residentially zoned property line, and meet the industrial zoning district setbacks from any non-residentially zoned property lines.
2. The use shall be screened using type 3 screening along residentially zoned property lines and type 2 screening along any non-residentially zoned property lines. Wherever security fencing or type 1 screening is desired, it shall be placed on the interior side of the vegetative buffer.
3. Such uses shall provide at least 1 parking space for each employee plus one parking space for each vehicle used in the operation.
4. Truck terminals shall be located on or directly accessible to a major roadway as listed in the adopted Comprehensive Transportation Plan.

2. AMEND Chapter 8 (Specific Use Standards) and Chapter 6 (Table of Uses):

Shift the numbering of all uses after 8.49 to accommodate the addition of a new use.

3. AMEND Chapter 6 (Table of Uses), Section 6.1 (Principal Use Table) as follows:

REASON. To ensure the table of uses includes the new use. Placing Freight Terminals in the Utilities/Services category would allow them to be in the Highway Corridor Overlay District. Currently all uses listed under “Warehousing” are prohibited in the Urban Transition Highway Corridor Overlay District.

- Staging area:** A location where vehicles, equipment, or material are assembled for the purpose of transporting the assembled vehicles, equipment, or material to another location.

PLANNING BOARD RECOMMENDATION

The Planning Board met on February 2, 2023, and recommended that the item be continued to the next meeting to allow planning staff to do more research to answer questions that arose during the meeting.

The Planning Board met on March 2, 2023, and recommended approval (6-0) of the text amendment request with the following addendums added to the standards:

1. Setbacks from non-residential property lines must meet the industrial zoning district setbacks.
2. Add “staging areas” to item B subsection 1 and define staging area in the definitions section.
3. Require type 3 screening along residentially zoned property lines, type 2 screening along non-residentially zoned property lines, and require any optional security fencing or type 1 screening to be located on the interior side of the required vegetative buffer.
4. Add “truck terminals shall be located on or directly accessible to a major roadway as listed in the adopted Comprehensive Transportation Plan.”

The Board of Commissioners met on April 18, 2023, and approved (5-0) taking Freight Terminals out of the standards for Warehouses and Distribution Centers (Section 8.111) to create a separate use as outlined above.

CONSISTENCY WITH THE ADOPTED 2013 LAND USE PLAN

The Board of Commissioners Consistency Statement which speaks to Land Use Plan goals is included for the Board’s review and consideration.

FINANCIAL IMPACT STATEMENT

No financial impact to the County’s FY 2022-2023 budget.

RECOMMENDATION

Staff recommends the Moore County Board of Commissioners make two separate motions:

Motion #1: Make a motion to adopt the attached Moore County Board of Commissioners Land Use Plan Consistency Statement (**Approval** or **Denial**) and authorize the Chairman to execute the document as required by North Carolina General Statute 160D-604.

Motion #2: Make a motion to **Approve** or **Deny** the proposed text amendment to the Moore County Unified Development Ordinance.

ATTACHMENTS

- Diagram of existing rail spur
- Board of Commissioners Consistency Statement – Approval
- Board of Commissioners Consistency Statement – Denial
- UDO – Chapter 6. Table of Uses
 - Section 6.1 Principal Use Table
 - Section 6.2 Accessory Uses
 - Section 6.3 Temporary Uses

- Other jurisdiction examples
- RLUAC Comment

Diagram of Existing Rail Spur



Moore County Board of Commissioners
Land Use Plan Consistency Statement
Text Amendment - Unified Development Ordinance

The Moore County Board of Commissioners finds that:

The proposed text amendment is consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

1. It is consistent with Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of the areas around municipalities).
 - Recommendation 1.5: Encourage and support development and land use principles by ensuring Moore County's cultural, economical, and natural resources are considered appropriately. Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure.
 - Adding the Freight Terminal use will allow existing railroad spurs to be utilized for the loading and unloading of goods. The text amendment would allow freight terminals where the infrastructure already exists.
2. It is consistent with Goal 3: Optimize the Uses of Land Within the County of Moore.
 - Recommendation 3.3: Encourage a functional railway system. Action 3.3.1: Encourage new commercial and industrial uses to locate along existing railway systems and focus non-rail dependent land uses away from existing railway systems.
 - The text amendment will allow Freight Terminals to locate along existing railway systems.

The proposed text amendment is reasonable and in the public interest because:

1. It supports the current 2013 Moore County Land Use Plan goals and recommendations listed above.
2. The specific use allows for the unloading and loading of goods from and to trains to take place at existing railway spurs.

Therefore, the Moore County Board of Commissioners recommends **APPROVAL** of the text amendment to the Unified Development Ordinance, as proposed.

Nick Picerno, Chair
Moore County Board of Commissioners

Date

Moore County Board of Commissioners
Land Use Plan Consistency Statement
Text Amendment - Unified Development Ordinance

The Moore County Board of Commissioners finds that:

The proposed text amendment is not consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

1. It is not consistent with Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of the areas around municipalities).
 - Recommendation 1.5: Encourage and support development and land use principles by ensuring Moore County's cultural, economical, and natural resources are considered appropriately. Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure.
3. It is not consistent with Goal 3: Optimize the Uses of Land Within the County of Moore.
 - Recommendation 3.3: Encourage a functional railway system. Action 3.3.1: Encourage new commercial and industrial uses to locate along existing railway systems and focus non-rail dependent land uses away from existing railway systems.

The proposed text amendment is not reasonable and not in the public interest because the proposed text amendment will have an unreasonable impact on the surrounding community.

Therefore, the Moore County Board of Commissioners recommends **DENIAL** of the text amendment to the Unified Development Ordinance, as proposed.

Nick Picerno, Chair
Moore County Board of Commissioners

Date

CHAPTER 6. TABLE OF USES
SECTION 6.1. PRINCIPAL USE TABLE

I. COMBINATION OR MULTIPLE PRINCIPAL USES

Developments with combination or multiple principal uses, such as shopping centers, shall:

1. Incorporate only those use types allowed in the applicable zoning district;
2. Comply with all the use standards that apply to each use type in the development; and
3. Comply with the required method of establishment for the use type identified in the principal use table.

J. MAJOR SUBDIVISION

The principal use table lists residential and non-residential major subdivisions and the zoning districts where these kinds of subdivisions are permitted in accordance with the applicable standards in Chapter 19. Minor, expedited, and family subdivisions are not required to obtain special use permit approval and are not prohibited in any zoning districts.

PRINCIPAL USE TABLE																			
P = Permitted by-Right S = Requires Special Use Permit Z = Permitted in Conditional Zoning District A = Allowed in PD District • = Not Permitted																			
Principal Use Type	Zoning Districts [1]															Specific Use Standards	Bldg. Code Class.		
	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RF	GC-SL	GC-WL	PC	B-1	B-2	VB	L	MF-CZ			PD-CZ	
AGRICULTURAL USES																			
Agricultural Uses and Buildings (Not in a Bona Fide Farm)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.7	U	
Bona Fide Farm	Bona Fide Farm exemption status is obtained through the Moore County Planning Department															8.20	S, U		
RESIDENTIAL USES																			
Single-Family Household																			
Dwellings, Single Family	P	P	P	P	P	P	P	P	P	•	•	•	•	•	Z	A	8.43	R-3	
Dwellings, Duplex	•	P	P	•	•	•	P	•	P	•	•	•	•	•	Z	A	8.42	R-3	
Family Care Home (6 or less)	P	P	P	P	P	P	P	P	P	•	•	•	•	•	Z	A	8.45	I, R	
Manufactured Home	P	P	P	P	P	P	P	•	•	•	•	•	•	•	Z	A	8.64	R-3	
Manufactured Home Park	Z	•	•	•	•	•	•	•	•	•	•	•	•	•	•	A	8.65	Mix	
Multi-Family Residential																			
Group Care Facility	Z	•	•	•	•	•	•	•	•	•	S	P	•	•	•	A	8.54	I, R	
Multi-family Dwelling (3 or more units per lot)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	Z	A	8.74	R-2	
Nursing Home	S	S	S	S	S	•	•	•	•	•	P	P	•	•	Z	A	8.77	B, I	
COMMERCIAL USES																			
Animal Services																			
Animal Shelter	Z	•	•	•	•	•	•	•	•	•	•	•	•	P	•	•	8.11	B	
Animal Training Facility, Military	Z	•	•	•	•	•	•	•	•	•	•	•	•	P	•	•	8.12	B	
Kennels, Overnight	Z	•	•	•	•	•	•	•	•	•	Z	Z	•	P	•	A	8.61	B	
Pet Day Care, Grooming, Obedience Training	Z	•	•	•	•	•	•	•	•	•	P	P	P	•	•	A	8.82	B	
Veterinary Clinic	Z	•	•	•	•	•	P	•	•	•	P	P	P	•	•	A	8.110	B	

CHAPTER 6. TABLE OF USES
SECTION 6.1. PRINCIPAL USE TABLE

PRINCIPAL USE TABLE

P = Permitted by-Right
S = Requires Special Use Permit
Z = Permitted in Conditional Zoning District
A = Allowed in PD District
• = Not Permitted

Principal Use Type	Zoning Districts [1]																Specific Use Standards	Bldg. Code Class.
	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	I	MF-CZ	PD-CZ		
Offices and General Services																		
Beauty / Barber Shop / Nail Salon	•	•	•	•	•	•	•	•	P	•	•	P	P	P	•	A	8.17	B
Bed and Breakfast	Z	Z	Z	Z	Z	Z	•	•	•	•	•	•	•	•	Z	A	8.18	
Dry Cleaning and Laundromat	•	•	•	•	•	•	•	•	P	•	P	P	P	P	•	A	8.41	B
Equestrian Cottage	•	•	•	•	•	•	Z	•	•	•	•	•	•	•	•	A	8.44	
Hotel and Motel	•	•	•	•	•	•	•	•	•	•	•	P	•	•	•	A	8.59	R-1
Office	•	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.78	B
Small Appliance Repair Shop	•	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.99	B
Trade Contractor Office and Workshop	•	•	•	•	•	•	•	•	•	•	Z	P	P	P	•	A	8.106	B, S
Retail Services																		
Auction House	•	•	•	•	•	•	•	•	•	•	P	P	•	P	•	A	8.14	A-3, B
Convenience Store	S	•	•	•	•	•	•	•	P	•	P	P	P	P	•	A	8.35	M
Feed and Seed Sales	S	•	•	•	•	•	S	•	•	•	P	P	•	P	•	A	8.46	B, M
Florist	P	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.48	B
Flea Market	S	•	•	•	•	•	•	•	•	•	Z	P	•	•	•	•	8.47	B, M
Garden Center	•	•	•	•	•	•	•	•	•	•	P	P	P	•	•	A	8.50	M, U
Manufactured or Modular Home Sales	•	•	•	•	•	•	•	•	•	•	•	P	•	P	•	•	8.66	B
Restaurant	•	•	•	•	•	•	•	•	P	•	P	P	P	P	•	A	8.90	A-2
Retail	•	•	•	•	•	•	•	•	•	•	P	P	P	•	•	A	8.91	M
Shopping Centers	•	•	•	•	•	•	•	•	•	•	•	Z	•	S	•	A	8.98	M
Wholesales	•	•	•	•	•	•	•	•	•	•	•	P	S	P	•	A	8.112	M
Vehicle Services																		
Boat & RV Storage	•	•	•	•	•	•	•	P	•	•	•	Z	Z	•	•	•	8.19	S-1
Car Wash or Auto Detailing	•	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.25	B
Commercial Truck Wash	•	•	•	•	•	•	•	•	•	•	S	P	•	P	•	A	8.32	B
Parking Lot as a Principal Use	•	•	•	•	•	•	•	•	•	•	P	P	P	P	Z	A	8.79	S-2
Taxi Service	•	•	•	•	•	•	•	•	•	•	Z	P	•	P	•	A	8.103	B, A-3
Vehicle, Auto Parts, Tires, Farm Equipment, Boat, RV – Sales, Rental, or Service	•	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.107	B, S-1
Vehicle Service Station (Gas Stations)	•	•	•	•	•	•	•	•	•	•	P	P	Z	P	•	A	8.108	M
Vehicle Wrecker Service	•	•	•	•	•	•	•	•	•	•	Z	Z	•	P	•	•	8.109	S-1

CHAPTER 6. TABLE OF USES
SECTION 6.1. PRINCIPAL USE TABLE

PRINCIPAL USE TABLE

P = Permitted by-Right
S = Requires Special Use Permit
Z = Permitted in Conditional Zoning District
A = Allowed in PD District
• = Not Permitted

Principal Use Type	Zoning Districts [1]																Specific Use Standards	Bldg. Code Class.
	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	I	MF-CZ	PD-CZ		
Adult Uses																		
Adult Gaming Establishment	•	•	•	•	•	•	•	•	•	•	•	•	•	S	•	•	8.6	B
Bar / Tavern	•	•	•	•	•	•	•	•	•	•	•	P	S	•	•	A	8.16	A-2
Brewery / Winery	S	•	•	•	•	•	•	•	•	•	•	P	P	P	•	A	8.21	A-2, F
Dance Club / Night Club / Billiards	•	•	•	•	•	•	•	•	•	•	•	P	Z	•	•	•	8.37	A-2, A-3
Distillery	•	•	•	•	•	•	•	•	•	•	•	•	•	P	•	A	8.39	F-1
Massage & Bodywork Therapy	•	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.71	B
Pawn Shop	•	•	•	•	•	•	•	•	•	•	•	P	Z	P	•	•	8.80	B
Sexually Oriented Business	•	•	•	•	•	•	•	•	•	•	•	•	•	S	•	•	8.95	A-2, M
Tattoo Parlor, Body Piercing	•	•	•	•	•	•	•	•	•	•	•	P	•	•	•	•	8.102	B
EDUCATIONAL & INSTITUTIONAL USES																		
Cemetery or Mausoleum, Commercial	S	•	S	S	•	•	S	•	•	•	P	•	•	•	•	•	8.26	n/a
Child Care Facility	S	S	S	S	P	S	S	•	S	•	P	P	S	•	•	A	8.28	E, I
College / Business & Trade School	S	•	•	•	•	•	•	•	•	•	•	P	•	P	•	A	8.31	B
Funeral Home with Crematorium	•	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.49	A-3, B
Government Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.53	B
Hospital	•	•	•	•	•	•	•	S	S	•	•	•	•	•	•	A	8.58	I
Museum / Art Gallery	S	•	•	•	•	•	•	•	•	•	P	P	P	•	•	A	8.75	A-3
Religious Institution	S	•	•	P	P	P	•	S	S	•	P	P	P	•	•	A	8.89	A-3, E
Security Training Facility	S	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	8.94	B
School, Elementary / Middle / High	S	•	•	P	P	P	•	S	S	•	P	P	P	•	•	A	8.93	E
RECREATION USES																		
Airport, Public or Private	S	•	•	•	•	•	•	•	•	•	•	•	•	Z	•	A	8.8	A-3, B
Airstrip, Small Private	S	•	•	•	•	•	•	•	•	•	P	•	•	•	•	A	8.9	B
Assembly Hall	Z	•	•	•	•	•	•	•	Z	•	•	Z	Z	P	•	A	8.13	A-4, A-5
Camp or Care Center	P	•	•	•	•	•	•	•	•	•	•	•	•	•	•	A	8.22	A-3, R-1

CHAPTER 6. TABLE OF USES
SECTION 6.1. PRINCIPAL USE TABLE

PRINCIPAL USE TABLE

P = Permitted by-Right
S = Requires Special Use Permit
Z = Permitted in Conditional Zoning District
A = Allowed in PD District
• = Not Permitted

Principal Use Type	Zoning Districts [1]																Specific Use Standards	Bldg. Code Class.
	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	I	MF-CZ	PD-CZ		
Campground, Public and Private	P	•	•	•	•	•	•	•	•	•	•	•	•	•	•	A	8.23	A-3, R-1
Camp, Recreation Day	P	•	•	•	•	•	•	•	•	•	•	•	•	•	•	A	8.24	A-3
Civic / Social Club, Lodge, Organization	S	•	•	P	P	P	•	S	S	•	P	P	P	•	•	A	8.30	A-2, A-3
Golf Driving Range	•	•	•	•	•	•	•	S	S	P	•	P	•	•	•	A	8.52	A-3
Golf Course (including par 3)	•	•	•	•	•	•	•	S	S	P	•	P	•	•	•	A	8.51	U
Marina (fuel & supplies)	•	•	•	•	•	•	•	P	P	•	•	•	•	•	•	A	8.70	M
Neighborhood Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.76	U
Recreation, Indoor	•	•	•	•	•	•	•	•	•	•	S	P	S	•	•	A	8.86	A-5
Recreation, Low Impact Outdoor	P	•	P	P	P	P	P	P	P	•	P	P	S	•	•	A	8.87	A-5
Recreation, High Impact Outdoor	Z	•	•	•	•	•	•	•	•	•	•	•	Z	P	•	•	8.88	
Shooting Range, Indoor	Z	•	•	•	•	•	•	•	•	•	•	P	•	•	•	•	8.96	A-5
Shooting Range, Outdoor	Z	•	•	•	•	•	•	•	•	•	•	P	•	•	•	•	8.97	A-5
Zoo / Petting Zoo	Z	•	•	•	•	•	•	•	•	•	•	P	•	•	•	•	8.115	A-5, U
INDUSTRIAL USES																		
Production																		
Manufacturing & Sales, Pottery	P	•	•	•	•	•	•	•	•	•	P	P	P	P	•	•	8.83	F
Manufacturing, Light (no odors or smoke)	•	•	•	•	•	•	•	•	•	•	•	•	•	P	•	A	8.68	F
Manufacturing, General	•	•	•	•	•	•	•	•	•	•	•	•	•	Z	•	•	8.69	F-1, F-2
Utilities / Services																		
Contractors Storage Yard and Office	Z	•	•	•	•	•	•	•	•	•	•	P	•	P	•	•	8.34	S-1, U
Crematorium Facility	•	•	•	•	•	•	•	•	•	•	•	Z	•	P	•	•	8.36	B
Public & Private Utility Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.84	U
Solar Collector Facility	•	•	•	•	•	•	•	•	•	•	•	•	•	S	•	•	8.100	U
Antenna Collocation, Major	S	S	S	P	P	P	P	•	•	•	P	P	P	P	Z	A	8.113	U
Antenna Collocation, Minor	P	P	P	P	P	P	P	P	P	•	P	P	P	P	Z	A	8.113	U
Small Wireless Facility	S	S	S	P	P	S	P	P	P	•	P	P	P	P	Z	A	8.113	U
Telecommunications Tower, Major	Z	•	•	•	•	•	•	•	•	•	•	Z	•	Z	•	A	8.113	U
Telecommunications Tower, Minor	S	•	•	•	•	•	•	•	•	•	P	P	S	P	Z	A	8.113	U
Warehousing																		

CHAPTER 6. TABLE OF USES
SECTION 6.1. PRINCIPAL USE TABLE

PRINCIPAL USE TABLE

P = Permitted by-Right
S = Requires Special Use Permit
Z = Permitted in Conditional Zoning District
A = Allowed in PD District
• = Not Permitted

Principal Use Type	Zoning Districts [1]																Specific Use Standards	Bldg. Code Class.
	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	I	MF-CZ	PD-CZ		
Mini-Warehouse (self service)	•	•	•	•	•	•	•	•	P	•	Z	Z	Z	Z	•	A	8.72	S
Warehousing or Distribution Center	Z	•	•	•	•	•	•	•	•	•	•	S	•	P	•	•	8.111	S-1, S-2
Waste-Related Services																		
Debris Management Facility	Z	•	•	•	•	•	•	•	•	•	Z	•	•	P	•	•	8.38	U
Hazardous Waste / Toxic Chemical Disposal or Processing	•	•	•	•	•	•	•	•	•	•	•	•	•	S	•	•	8.55	U
Landfill	•	•	•	•	•	•	•	•	•	•	•	•	•	S	•	•	8.63	U
Mining / Quarry Operation	Z	•	•	•	•	•	•	•	•	•	•	•	•	S	•	•	8.73	U
Salvage Yard	•	•	•	•	•	•	•	•	•	•	•	•	•	S	•	•	8.92	U
MAJOR SUBDIVISIONS																		
Residential Major Subdivision	S	S	•	•	•	S	•	•	•	•	•	•	•	•	•	•	Ch. 19	
Non-residential Major Subdivision	•	•	•	•	•	•	•	•	•	•	•	S	•	S	•	•	Ch. 19	
NOTES:																		
[1] Land located within the Highway Corridor Overlay District shall be subject to the sub-district-based use related provisions in Section 7.11 of this Ordinance.																		

CHAPTER 6. TABLE OF USES
SECTION 6.2. ACCESSORY USES

D. COMPLIANCE WITH OTHER ORDINANCE REQUIREMENTS

Accessory uses and structures shall conform to the applicable requirements of this Ordinance, including this section, the district standards, the applicable use standards, and the development standards.

E. ACCESSORY USE TABLE

1. If a specific accessory use is allowed by-right, the cell underneath the zoning district is marked with a "P".
2. If a specific accessory use is allowed subject to a special use permit, the cell underneath the zoning district is marked with a "S".
3. A "Z" in a cell of the table indicates that the specific accessory use may only be permitted within a conditional zoning district that is parallel to the listed underlying zoning district (see Chapter 11). The conditional zoning district designation must be in place before the use type may be established.
4. If the accessory use or structure is not allowed in a zoning district, the cell is marked with an "•".
5. In the case of planned development districts, if an accessory use is allowable, it is marked with an "A", and the accessory use must be set out in the approved master plan or terms and conditions document.
6. If there is a reference contained in the column entitled "Specific Use Standards," refer to the cited section(s) for additional standards that apply to the specific accessory use.
7. The accessory use table below may not be inclusive of all possible accessory uses, and in the event an accessory use is proposed that is not listed in the table, the Administrator shall consult the principal use table to determine if the proposed accessory use corresponds to a listed principal use. Any permitted principal use in a zoning district is also permitted as an accessory use. In no instance shall an accessory use be permitted in a zoning district where it is prohibited as a principal use.
8. In the event a proposed accessory use is not listed in the table below and there is no corresponding principal use, the Administrator shall determine how to treat the accessory use in accordance with the standards for unlisted uses (see Section 6.1.G).

ACCESSORY USE TABLE																		
Accessory Use Type	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RF	GC-SI	GC-WL	PC	B-1	B-2	VB	L	MF-CZ	PD-CZ	Specific Use Standards	Bldg. Code Class.
RESIDENTIAL USES																		
Accessory Dwelling Located within Stick-Built Dwelling	P	P	P	P	P	P	P	•	•	•	•	•	•	•	Z	A	8.1	R
Accessory Dwelling Located within Non-Residential Building	•	•	•	•	•	•	•	•	•	•	P	P	P		Z	A	8.2	Mix
Accessory Manufactured Home	P	P	P	P	P	P	P	•	•	•	•	•	•	•	Z	A	8.3	R
Accessory Stick-Built Dwellings	P	P	P	P	P	P	P	•	•	•	•	•	•	•	Z	A	8.4	R
Carport or Garage	P	P	P	P	P	P	P	P	P	•	P	P	P	P	Z	A	8.81	R,S
Home Occupation, Level 1	P	P	P	P	P	P	P	P	P	•	•	•	•	•	Z	A	8.56	R
Home Occupation, Level 2	Z	•	•	Z	Z	•	Z	•	•	•	•	•	•	•	Z	A	8.57	R
Personal Workshop / Storage Building	P	P	P	P	P	P	P	•	•	•	•	•	•	•	Z	A	8.81	R, S
Family Health Care Structure	P	P	P	P	P	P	P	P	P	•	•	•	•	•	•	A		R
COMMERCIAL USES																		
Automatic Teller Machine (ATM)	•	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.15	U
EDUCATIONAL AND INSTITUTIONAL USES																		
Cemetery, Family	P	P	P	P	P	P	P	P	P	•	•	•	•	•	•	A	8.27	n/a
Child Care Home Facility	P	S	P	P	P	S	S	•	•	•	•	•	•	•	•	A	8.29	E, R

CHAPTER 6. TABLE OF USES
SECTION 6.3. TEMPORARY USES

ACCESSORY USE TABLE																	
Accessory Use Type	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RF	GC-SL	GC-WL	PC	B-1	B-2	VB	I	MF-CZ	PD-CZ	Specific Use Standards
RECREATION USES																	
Accessory Swimming Pool	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.5
INDUSTRIAL USES																	
Amateur Radio and Receive-only Antennas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.10
Solar Collectors, On-Site Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.101

SECTION 6.3. TEMPORARY USES

A. APPLICABILITY

The standards in this section apply to non-permanent uses that take place on a temporary basis whether on the same site or in different locations across the County's planning jurisdiction.

B. PROCEDURE FOR ESTABLISHMENT

Temporary uses or structures may be approved in conjunction with the approval of the principal use or subsequently following the establishment of the principal use through the approval of a zoning permit or special use permit, as appropriate. Temporary uses may take place on vacant lots.

C. GENERAL STANDARDS FOR ALL TEMPORARY USES AND STRUCTURES

All temporary uses and structures shall comply with the following general standards, unless otherwise specified in this Ordinance:

1. GENERAL REQUIREMENTS

An applicant proposing a temporary use or structure shall:

- i. Secure written permission from the landowner;
- ii. Obtain the appropriate permits and licenses from the County and other agencies;
- iii. Comply with the applicable requirements for signs if signage is proposed;
- iv. Meet public utility requirements for proper connection to water, sewer, electrical and other utility service connections, as applicable;
- v. Not violate the applicable conditions of approval that apply to a site or use on the site;
- vi. Not result in a situation where the principal use, if present, fails to comply with the standards of this Ordinance;
- vii. Ensure the site of a temporary use or structure contains sufficient land area for the temporary use and for the parking and traffic movement associated with the temporary use, without impacting environmentally sensitive lands; and
- viii. Ensure temporary uses remain in place no longer than 90 days if located within a special flood hazard area.

2. GENERAL CONDITIONS

In approving a zoning permit for temporary uses or structures, the Administrator is authorized to impose any of the following general conditions upon the premises benefited by the permit as may be necessary to reduce or minimize any potential adverse impacts upon other property in the area, as long as the condition relates to a situation created or aggravated by the proposed temporary use. The Administrator is authorized, where appropriate, to require:

- i. Provision of temporary parking facilities, including vehicular access and egress;

CHAPTER 6. TABLE OF USES
SECTION 6.3. TEMPORARY USES

- ii. Control of nuisance factors, such as but not limited to, the prevention of glare or direct illumination of adjacent properties, noise, vibrations, smoke, dust, dirt, odors, gases, and heat;
- iii. Prohibition of the storage or use of hazardous materials;
- iv. Regulation of placement, height, size, and location of equipment;
- v. Provision of sanitary and medical facilities;
- vi. Provision of solid waste collection and disposal;
- vii. Provision of security and safety measures;
- viii. Use of an alternate location or date;
- ix. Modification or elimination of certain proposed activities; and
- x. Regulation of operating hours and days, including limitation of the duration to a shorter time period than requested or specified in this subsection.

D. TEMPORARY USE TABLE

1. If a specific temporary use is allowed by-right, the cell underneath the zoning district is marked with a "P".
2. If a specific temporary use is allowed subject to a special use permit, the cell underneath the zoning district is marked with a "S".
3. If the temporary use or structure is not allowed in a zoning district, the cell is marked with an "•".
4. In the case of planned development districts, if an temporary use is allowable, it is marked with an "A", and the temporary use must be set out in the approved master plan or terms and conditions document.
5. If there is a reference contained in the column entitled "Specific Use Standards," refer to the cited section(s) for additional standards that apply to the specific temporary use.
6. The temporary use table below may not be inclusive of all possible temporary uses, and in the event an temporary use is proposed that is not listed in the table, the Administrator shall consult the principal and accessory use tables to determine if the proposed temporary use corresponds to a listed principal or accessory use. In no instance shall an temporary use be permitted in a zoning district where it is prohibited as a principal or accessory use.
7. In the event a proposed temporary use is not listed in in the table below and there is no corresponding principal or accessory use, the Administrator shall determine how to treat the temporary use in accordance with the standards for unlisted uses (see Section 6.1.G).

TEMPORARY USE TABLE																			
Temporary Use Type	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	I	MF-CZ	PD-CZ	Specific Use Standards	Bldg. Code Class.	
Construction Office, Temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.33	S-1	
Drop-In Child Care Facility	•	•	•	•	•	•	•	•	•	•	P	P	P	•	•	A	8.40		
Itinerant Merchant	•	•	•	•	•	•	•	•	•	•	P	P	P	P		A	8.60	n/a	
Land Clearing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.62	F-1	
Manufactured Home or RV, Temporary	P	P	P	P	P	P	P	•	•	•	•	•	•	•	•	A	8.67	R-3	
Real Estate Offices, Temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.85	S-1	
Temporary Events (Special Event)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.104	n/a	
Temporary Family Health Care Structure	P	P	P	P	P	P	P	P	P	•	•	•	•	•	Z	A	8.105	R, I	
Yard Sales, Residential and Civic	P	P	P	P	P	P	P	P	P	•	P	P	•	•	•	A	8.114	n/a	

Claremont, NC

Sec. 9-3-107 Trucking terminals.

Trucking terminals are permitted in the Manufacturing District provided:

1. The area designated for truck parking shall be located no closer than forty (40) feet from an abutting street right-of-way. Truck parking areas are not classified as parking lots. Therefore, they are exempt from the standards of Article H, but subject to the alternative standard in subsection 2. below.
2. The area of truck parking shall be screened from view from the street(s) and from all abutting properties by an opaque screen; wherever security fencing is desired, it shall be placed on the interior side of the screening materials.
3. The use shall be located on or directly accessible to a major thoroughfare, expressway, or freeway; truck terminals shall not be sited such that residential or city streets are regularly traversed to access the larger capacity road. (Ord. of 12-7-04, No. 37-02)

Aberdeen, NC

- (a) Freight Movement. Uses involved in the short-term storage and movement of goods for individuals or businesses. Goods are generally delivered to other firms or the final consumer. Accessory uses may include offices, truck parking, rail yards, outdoor storage, maintenance areas, and security facilities.

Huntersville, NC

Article 9.40 - Trucking Terminals

Trucking Terminals are permitted in the SP District provided:

- .1 The area designated for truck parking shall be located no closer than 40 feet from an abutting street right-of-way. Truck parking areas are not classified as parking lots. They are exempt from the standards of [Article 6](#), but subject to the alternative standard in .2, below.
- .2 The area of truck parking shall be screened from view from the street(s) and from all abutting properties by an opaque screen; wherever security fencing is desired, it shall be placed on the interior side of the screening materials.
- .3 The use shall be located on or directly accessible to a major thoroughfare, or Industrial Street ; truck terminals shall not be sited such that residential or town streets are regularly traversed to access the larger capacity road.

Mocksville, NC

(A) The area designated for truck parking shall be located no closer than 40 feet from an abutting street right-of-way.

(B) The area of truck parking shall be screened from view from the street(s) and from all abutting properties by an opaque screen; wherever security fencing is desired, it shall be placed on the interior side of the screening materials.

(C) The use shall be located on or have direct access to a major or minor arterial; truck terminals shall not be sited such that collector streets are regularly traversed to access the larger capacity road

Gastonia, NC

8.3.12 - TRUCK TERMINAL

A. For all lots contain the use that are less than five (5) acres in area, access shall be provided by a major or minor thoroughfare as depicted on the most currently adopted version of the local thoroughfare plan or comprehensive transportation plan.

B. For all terminals located on lots with five (5) or more acres, access shall be provided by a major thoroughfare as depicted on the most currently adopted version of the local thoroughfare plan or comprehensive transportation plan. In addition, a truck route plan shall be submitted showing routes to the site from all four-lane highways. Such routes shall be designed to minimize impacts on residential areas, schools or other uses that may be negatively affected by truck traffic.

From: [RLUAC Executive Director](#)
To: [Ruth Pedersen](#)
Cc: [Jaimie Walters](#); [Debra Ensminger](#); [Michael Mandeville](#)
Subject: RE: Proposed Text Amendment Review
Date: Thursday, February 2, 2023 1:53:22 PM

Ruth,

RLUAC does not have any comments on the proposed amendment.

Thanks,

Vagn

Vagn K. Hansen II, AICP, Executive Director
Regional Land Use Advisory Commission
6205 Raeford Road
Fayetteville, NC 28304
(910) 398-3743
director@rluac.com
www.rluac.com

From: Ruth Pedersen <rpedersen@moorecountync.gov>
Sent: Tuesday, January 31, 2023 4:42 PM
To: director@rluac.com
Cc: Jaimie Walters <jwalters@moorecountync.gov>; Debra Ensminger <densminger@moorecountync.gov>; Michael Mandeville <mmandeville@moorecountync.gov>
Subject: Proposed Text Amendment Review

Vaughn,

The Moore County Board of Commissioners will hold a public hearing on Tuesday March 21, 2023, at 5:30 p.m. to discuss a text amendment to the Unified Development Ordinance to add Freight Terminals as an individual use. Currently, freight terminals are listed alongside warehouses and distribution centers, but they do not have any specific standards of their own. Since this is a change to the range of allowable uses, we are required to send the proposal to RLUAC for comments. The Planning Board staff report is attached. I will also be sending a letter via certified mail per NCGS 160D-601.

Any comments you may have will be presented to the Board of Commissioners during the public hearing on March 21. Please let me know if you have any questions.

Thank you so much!

Ruth Pedersen, MPA
Senior Planner

Moore County Planning & Inspections

rpetersen@moorecountync.gov

910-947-5010 (phone)

910-947-1303 (fax)

Agenda Item: VI.B.
Meeting Date: May 16, 2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest, County Manager
DATE: May 2, 2023
SUBJECT: FY 2023-2024 Recommended Moore County Budget - Call to - Public Hearing to be held on Tuesday, June 20, 2023 at 5:30 p.m.
PRESENTER: J. Wayne Vest

REQUEST:

Call for a public hearing to be held on Tuesday, June 20, 2023, at 5:30 p.m. regarding the FY 2023-2024 proposed budget for the County of Moore.

BACKGROUND:

After receiving the recommended budget from the County Manager, the Board is required by G.S. 159-12(b) to hold a public hearing. In accordance with the budget schedule previously adopted and amended by the Board, the County Manager will present the recommended budget for FY 2023-2024 on Tuesday, May 16, 2023, and the public hearing will be held on Tuesday, June 20, 2023. By following this schedule, the Board will adopt the FY 2023-2024 budget by the required date and meet all statutory requirements to do so.

IMPLEMENTATION PLAN:

The Clerk will cause notice of the public hearing to be published as required by statute.

FINANCIAL IMPACT STATEMENT:

The public hearing does not have a direct financial impact but is part of the process of budget approval, which is scheduled for Thursday, June 22, 2023, at a special called meeting by the Moore County Board of Commissioners. With adoption of the budget, the financial plan for Moore County is put in place for the new fiscal year and the programs, actions, projects, and revenues are approved for implementation.

RECOMMENDATION SUMMARY:

Make a motion to call for a public hearing to be held on Tuesday, June 20, 2023, at 5:30 p.m. to receive public comment regarding the recommended budget for fiscal year 2023-2024 for the County of Moore.

Agenda Item:

Meeting Date: May 16, 2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Matthew Garner, Interim Health Director
Dawn Gilbert, Human Resources Director

DATE: May 4, 2023

SUBJECT: Foreign Language Interpreter Position and Foreign Language Interpreter II Position

PRESENTER: Matthew Garner and Dawn Gilbert

REQUEST:

Request the Moore County Board of Commissioners approve the Moore County Health Department's request to add the Foreign Language Interpreter position and the Foreign Language Interpreter II position to the County's position classification and pay plan, effective immediately.

BACKGROUND:

The purpose of this position is to provide Spanish language interpretation to Spanish speaking clients in the Moore County Health Department clinical environment. This position also performs a variety of clerical and clinical tasks, recording and maintaining patient data reports, and assisting in providing information to individuals/families who are recipients of official health services.

Per federally funded Title X Family Planning program requirements, Health Department staff must be representative of the populations served. The Health Department's patient population participating in the Family Planning and Maternal Health programs is well over 60% Hispanic/Latino. A great many of these patients speak no English or have limited English proficiency. Spanish fluency among staff is a necessity in meeting patient needs.

The North Carolina Office of State Human Resources (OSHR) established the position of Foreign Language Interpreter in 2005 to "address the need for public agencies and universities to provide a more advanced level of foreign language interpretation services for clients".

This position has been reclassified from its original working title of Medical Office Assistant. The position reclassification was approved by Moore County Human Resources on March 23, 2023 and by OSHR on April 5, 2023. The reclassification pertains to two positions at the Health Department – position #10079 and position #10080.

IMPLEMENTATION PLAN:

Upon approval by the Moore County Board of Commissioners, the Health Director will take all necessary steps in conjunction with the County Manager, Moore County Human Resources, the

Office of State Human Resources, and Moore County Finance to establish the positions as soon as possible.

FINANCIAL IMPACT:

The funds for the two positions will come from the existing approved FY23 County budget. There will be no additional local funds required.

RECOMMENDATION SUMMARY:

Request the Moore County Board of Commissioners approve the Moore County Health Department's request to add the Foreign Language Interpreter position and the Foreign Language Interpreter II position to the County's position classification and pay plan, effective immediately.

ATTACHMENTS:

Position and Classification Pay Plan effective 5/16/2023
County Approved Position reclassification Form(s)
OSHR Position Reclassification Approval
Foreign Language Interpreter Job Description

Position Classification and Pay Plan

Effective 05/16/2023

Position Title	Grade	Band	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
	05		17,971	18,869	19,813	20,804	21,844	22,936	28,304
	06		18,869	19,813	20,804	21,844	22,936	24,083	29,719
	07		19,813	20,804	21,844	22,936	24,083	25,287	31,205
Solid Waste Site Attendant	08	B	20,804	21,844	22,936	24,083	25,287	26,551	32,766
	09		21,844	22,936	24,083	25,287	26,551	27,879	34,404
Nutrition Site Manager	10	A	22,936	24,083	25,287	26,551	27,879	29,273	36,124
	11		24,083	25,287	26,551	27,879	29,273	30,736	37,930
Certified Nursing Assistant I	12	H	25,287	26,551	27,879	29,273	30,736	32,273	39,827
Community Social Services Assistant	12	H							
Certified Nursing Assistant II	13	H	26,551	27,879	29,273	30,736	32,273	33,887	41,818
Custodial Worker	13	B							
MCTS Driver	13	B							
Secretary	13	F							
Office Assistant III	14	F	27,879	29,273	30,736	32,273	33,887	35,581	43,909
Processing Assistant III	14	F							
Tax Assistant I	14	F							
Administrative Secretary	15	F	29,273	30,736	32,273	33,887	35,581	37,360	46,104
Animal Shelter Attendant	15	G							
Billing & Collections Clerk I	15	C							
Foreign Language Interpreter	15	F							
Lead Custodial Worker	15	B							
Medical Office Assistant	15	F							
Nutrition Coordinator	15	F							
Accounting Clerk IV	16	F	30,736	32,273	33,887	35,581	37,360	39,228	48,410
In-Home Services Supervisor	16	D							
Office Assistant IV	16	F							
Operation Specialist	16	B							
Processing Assistant IV	16	F							
Veterans Services Assistant	16	F							
Billing & Collections Clerk II	17	C	32,273	33,887	35,581	37,360	39,228	41,190	50,830
Foreign Language Interpreter II	17	F							
Library Technician	17	F							
Tax Assistant II	17	F							
Transportation Fleet & Route Coordinator	17	F							
Transportation Office Coordinator	17	F							
Utility Field Services Technician I	17	B							
Accounting Clerk V	18	F	33,887	35,581	37,360	39,228	41,190	43,249	53,372
Equipment Operator	18	B							
Family Caregiver Advisor	18	H							
Human Resources Technician I	18	C							
Income Maintenance Caseworker I	18	H							
Library Program Specialist	18	F							
Master Control Room Operator	18	G							
Personnel Technician I	18	C							
Processing Assistant V	18	F							
Property Assessment Specialist	18	F							
Public Health Educator I	18	E							
Tax Assistant III	18	F							
Tax Mapping Technician	18	E							

Position Classification and Pay Plan

Effective 05/16/2023

Position Title	Grade	Band	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Truck Driver/Equipment Operator	18	B							
Utility Field Services Technician II	18	B							
Utility Maintenance Technician I	18	B							
Water Maintenance Technician I	18	B							
Water Pollution Control Plant Operator Trainee	18	B							
Weigh Master/Equipment Operator	18	B							
Billing & Collections Clerk III	19	C	35,581	37,360	39,228	41,190	43,249	45,411	56,040
Case Manager	19	H							
EMT Basic	19	G							
Environmental Health Technician	19	B							
Human Resources Placement Specialist	19	H							
Human Services Coordinator I	19	H							
Licensed Practical Nurse	19	E							
Maintenance Technician	19	B							
Medical Laboratory Technician I	19	E							
Nutritionist I	19	E							
Senior Insurance & Volunteer Services Advisor	19	F							
Social Worker I	19	H							
Utility Maintenance Technician II	19	B							
Veterans Services Officer	19	H							
Water Maintenance Technician II	19	B							
Water Pollution Control Lab Technician	19	B							
Administrative Assistant I	20	C	37,360	39,228	41,190	43,249	45,411	47,682	58,842
Child Support Agent I	20	H							
Custodial Supervisor	20	B							
Deputy Register of Deeds II	20	F							
E911 Telecommunicator	20	G							
Fitness Coordinator	20	B							
Fleet Maintenance Mechanic	20	D							
Income Maintenance Caseworker II	20	H							
Income Maintenance Investigator I	20	H							
Nutrition/Transportation Manager	20	F							
Public Safety Administrative Assistant I	20	G							
SEC Program Coordinator	20	H							
Substance Abuse Counselor	20	H							
Telecommunicator	20	G							
Utility Maintenance Technician III	20	B							
Water Maintenance Technician III	20	B							
Water Pollution Control Plant Mechanic	20	B							
Water Pollution Control Plant Operator I	20	B							
Water System Operator I	20	B							
Animal Shelter Manager	21	G	39,228	41,190	43,249	45,411	47,682	50,066	61,784
Backflow and Cross Connection Specialist	21	B							
Billing & Collections Specialist	21	C							
Cognitive Behavior Intervention Specialist	21	H							
Delinquent Tax Collector	21	E							
Deputy Register of Deeds III	21	E							
Detention Officer	21	G							
Electrical/Maintenance Technician	21	B							

Position Classification and Pay Plan

Effective 05/16/2023

Position Title	Grade	Band	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Evidence Technician	21	G							
Financial Specialist	21	E							
Human Resources Technician II	21	C							
HVAC/Maintenance Technician	21	B							
Lead E911 Telecommunicator	21	G							
Lead Fleet Maintenance Mechanic	21	B							
Lead Telecommunicator	21	G							
Medical Laboratory Technician II	21	E							
Permitting Technician	21	F							
Personnel Technician II	21	C							
Tax Mapping Specialist	21	E							
Title Research & Foreclosure Specialist	21	E							
Water Pollution Control Plant Operator II	21	B							
Water System Operator II	21	B							
Accounting Specialist I	22	E	41,190	43,249	45,411	47,682	50,066	52,569	64,874
Administrative Assistant II	22	C							
Advanced EMT	22	G							
Athletics Programs Assistant	22	C							
Business/Personal Property Appraiser	22	E							
Child Support Agent II	22	H							
Detention Deputy Sheriff	22	G							
Detention Sergeant	22	G							
E911 Communication Specialist	22	G							
E911 Training Specialist	22	G							
Engineering Technician I	22	E							
Financial Accounting Specialist	22	E							
Human Resources Specialist	22	C							
Human Services Coordinator II	22	H							
Income Maintenance Caseworker III	22	H							
Income Maintenance Investigator II	22	H							
Landfill Operations Supervisor	22	D							
Natural Resources Administrative Assistant	22	C							
Nutritionist II	22	E							
Program & Events Coordinator	22	C							
Public Health Educator II	22	E							
Public Safety Administrative Assistant II	22	G							
Records Classification Officer	22	G							
Senior Maintenance Technician	22	B							
Solid Waste Collections Supervisor	22	D							
Water Pollution Control Plant Operator III	22	B							
Water System Operator III	22	B							
Computer Systems Administrator I	23	E	43,249	45,411	47,682	50,066	52,569	55,198	68,117
Dental Hygienist I	23	E							
Deputy Sheriff	23	G							
Information Technology Support Specialist I	23	E							
Lead Child Support Agent	23	H							
Mechanical/Electrical Inspector	23	D							
Real Property Appraiser	23	E							
Register of Deeds Technology Support	23	E							

Position Classification and Pay Plan

Effective 05/16/2023

Position Title	Grade	Band	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Social Worker II	23	H							
Utility Field Services Supervisor	23	D							
Voter Registration Service Coordinator	23	C							
Water Pollution Control Plant Operator IV	23	B							
Administrative Officer I	24	D	45,411	47,682	50,066	52,569	55,198	57,958	71,523
Assistant Register of Deeds	24	C							
Athletics Programs Supervisor	24	C							
Deputy Sheriff Corporal	24	G							
Elections Training & Recruiting Specialist	24	C							
EMS Logistics Specialist	24	G							
EMT Paramedic	24	G							
Human Resources Analyst I	24	C							
Human Services Coordinator III	24	H							
Income Maintenance Supervisor II	24	D							
Information Technology Support Specialist II	24	E							
Library Supervisor	24	D							
Maintenance Supervisor/Collections	24	D							
Maintenance Supervisor/Distribution	24	D							
Natural Resources Specialist	24	E							
Nutritionist III	24	E							
Planner	24	E							
Public Safety Administrative Services Officer I	24	G							
Senior Real Property Appraiser	24	E							
Veterans Services Director	24	D							
Water Pollution Control Plant Chief Mechanic	24	D							
Youth Services/Day Reporting Center Supervisor	24	D							
Building Inspector I	25	D	47,682	50,066	52,569	55,198	57,958	60,856	75,099
Child Support Supervisor	25	D							
Dental Hygienist II	25	E							
Deputy Sheriff Sergeant	25	G							
Detective Sergeant	25	G							
Detention Lieutenant	25	G							
Engineering Technician II	25	E							
Housing Rehab Program Coordinator	25	E							
Human Services Planner/Evaluator I	25	H							
Information Technology Applications Analyst	25	E							
Maintenance Supervisor/Water Quality	25	D							
Paramedic First Class	25	G							
Public Health Nurse I	25	E							
Records Sergeant	25	G							
Senior Tax Auditor	25	E							
Social Worker III	25	H							
Transport Sergeant	25	G							
Water Pollution Control Plant Chief Operator	25	D							
Water Pollution Control Plant Lab Chemist	25	E							
Appraisal Supervisor/Revaluation Analyst	26	E	50,066	52,569	55,198	57,958	60,856	63,898	78,854
Deputy Fire Marshal	26	G							
Election Services Manager	26	D							
GIS Programmer Analyst	26	E							

Position Classification and Pay Plan

Effective 05/16/2023

Position Title	Grade	Band	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Human Resources Analyst II	26	C							
Human Resources Recruitment & Retention Coordinator	26	C							
Landfill/Collections Superintendent	26	D							
Maintenance Supervisor	26	D							
Paramedic Corporal	26	G							
Public Information Officer	26	C							
Quality Assurance/In-Home Services Manager	26	D							
Social Work Supervisor II	26	D							
Social Worker-Investigative/Assessment & Treatment	26	H							
Tax Collection Supervisor	26	D							
Tax Customer Service Supervisor	26	D							
Tax Listing Supervisor	26	D							
Administrative Officer II	27	D	52,569	55,198	57,958	60,856	63,898	67,093	82,797
Building Inspector II	27	D							
EMS Captain	27	G							
Environmental Health Specialist	27	E							
Forensic Officer	27	G							
Human Services Planner/Evaluator II	27	H							
Information Technology Applications Specialist	27	E							
Information Technology Office/Communication Specialist	27	E							
Paralegal	27	E							
Public Health Nurse II	27	E							
Public Safety Administrative Services Officer II	27	G							
Support Services Officer	27	G							
Accounting & Grants Manager	28	E	55,198	57,958	60,856	63,898	67,093	70,448	86,937
Administrative Services Manager	28	D							
Deputy Sheriff Lieutenant	28	G							
E911 Communications Manager	28	G							
Fleet Maintenance Supervisor	28	D							
Forensic Lieutenant	28	G							
Information Technology Network Engineer	28	E							
Law Office/Contracts Manager	28	C							
Lieutenant - Non LEO	28	G							
Natural Resources Administrator	28	D							
Planning Supervisor	28	D							
Public Health Nurse III	28	E							
Purchasing Manager	28	E							
Risk and Benefits Manager	28	D							
Assistant Budget Manager/Internal Auditor	29	E	57,958	60,856	63,898	67,093	70,448	73,970	91,284
Building Inspector III	29	D							
EMS Major	29	G							
Environmental Health Program Specialist	29	E							
Fire Marshal	29	G							
Income Maintenance Administrator I	29	D							
Information Technology Senior Systems Administrator	29	E							
Information Technology Server Administrator	29	E							
Logistics Training Chief	29	G							
Senior Planner	29	E							
Social Work Supervisor III	29	D							

Position Classification and Pay Plan

Effective 05/16/2023

Position Title	Grade	Band	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Soil Scientist I	29	E							
Utility Operations Manager	29	D							
Environmental Health Supervisor I	30	D	60,856	63,898	67,093	70,448	73,970	77,669	95,848
GIS Manager	30	E							
Information Security Officer	30	D							
Social Work Program Manager	30	D							
Tax Business Systems Analyst	30	E							
Transportation Director	30	D							
Water Pollution Control Plant Superintendent	30	D							
Assistant Finance Director	31	D	63,898	67,093	70,448	73,970	77,669	81,552	100,640
Deputy Sheriff Captain	31	G							
Information Technology Applications Manager	31	D							
Information Technology Network Manager	31	D							
Inspections Supervisor	31	D							
Social Work Program Administrator I	31	D							
Tax Collection Division Manager	31	D							
Tax Listing/Assessing Division Manager	31	D							
Aging Services Director	32	D	67,093	70,448	73,970	77,669	81,552	85,630	105,672
Assistant Planning Director	32	D							
Budget Manager/Internal Auditor	32	E							
Child Support Director	32	D							
Director of Elections	32	D							
Parks & Recreation Director	32	D							
Public Health Nursing Director I	32	E							
Solid Waste Director	32	D							
EMS Chief	33	G	70,448	73,970	77,669	81,552	85,630	89,912	110,956
Property Management Director	33	E							
Public Safety Deputy Director	33	G							
Capital Projects Manager	34	E	73,970	77,669	81,552	85,630	89,912	94,407	116,503
Deputy Sheriff Major	34	G							
Assistant County Attorney	35	E	77,669	81,552	85,630	89,912	94,407	99,128	122,329
County Engineer	36	E	81,552	85,630	89,912	94,407	99,128	104,084	128,445
Physician Extender II	36	E							
Chief Deputy	37	G	85,630	89,912	94,407	99,128	104,084	109,288	134,867
Human Resources Director	37	D							
Planning Director	37	D							
Public Safety Director	37	G							
Associate County Attorney	38	E	89,912	94,407	99,128	104,084	109,288	114,752	141,611
Finance Director	39	D	94,407	99,128	104,084	109,288	114,752	120,490	148,691
Information Technology Director	39	D							
Public Works Director	39	E							
Deputy County Attorney	40	E	99,128	104,084	109,288	114,752	120,490	126,515	156,126
Health Director	40	D							
Social Services Director	40	D							
	41		104,084	109,288	114,752	120,490	126,515	132,840	163,932
Assistant County Manager	42	D	109,288	114,752	120,490	126,515	132,840	139,482	172,129
	43		114,752	120,490	126,515	132,840	139,482	146,456	180,735
	44		120,490	126,515	132,840	139,482	146,456	153,779	189,772
	45		126,515	132,840	139,482	146,456	153,779	161,468	199,260

Position Classification and Pay Plan

Effective 05/16/2023

Position Title	Grade	Band	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
----------------	-------	------	---------	--------	--------	--------	--------	--------	---------

Appointed and Elected Officials

Clerk to the Board	60	D	64,507						129,014
Tax Administrator	61	D	86,790						173,580
County Attorney	62	E	131,358						262,716
County Manager	63	D	140,742						281,484
Register of Deeds	70	D	76,235						152,470
Sheriff	71	G	93,827						187,654

Special Non-Salaried Classifications

Groundskeeper	81	A	13.61 per hour
Seasonal Maintenance	82	A	10.14 per hour
Elections Worker - rate set by Elections Board	83	A	Rate set by Elections Board
Intern-rate set by Department	84	A	Rate set by Department
Grant Funded Position - Position Title and rate set by grant	85		Rate set by Grant
Public Safety Technician	86	A	20.30 per hour
Recreation - Basketball, Multiple Referees	87	A	18.09 per game
Recreation - Basketball, Single Referee	88	A	24.12 per game
Recreation - Football Referee	89	A	18.09 per game
Recreation - Soccer Referee	90	A	18.09 per game
Recreation - Adult Softball Umpire	91	A	21.70 per game
Recreation - Coach Pitch Umpire	92	A	18.09 per game
Recreation - Jr. League Umpire	93	A	36.18 per game
Recreation - Little League Umpire	94	A	21.70 per game
Recreation - Tee Ball Umpire	95	A	18.09 per game
Recreation - Youth Softball Umpire	96	A	21.70 per game
Recreation - Open/Close Facilities	97	A	18.09 per day
Recreation - Scorekeeper	98	A	12.06 per game
Recreation - Concession Worker	99	A	8.48 per hour
Recreation - Lead Concession Worker	100	A	9.33 per hour
Recreation - Concession Manager	101	A	10.28 per hour
Recreation - Park Attendant	102	A	10.14 per hour

On Call Pay

Non-Exempt Employees Only

Day	Rate Per Day
Monday thru Thursday	10.00
Friday, Saturday, and Sunday	20.00
County Observed Holiday	30.00

Shift Premium

E911 Telecommunicator and Telecommunicator	6:00 pm to 6:00 am work shift	75¢ per hour
Master Control Room Operator	6:00 pm to 6:00 am work shift	75¢ per hour
Solid Waste Site Attendant	Works on County recognized holiday	2 x hourly rate of pay

Position Reclassification Request Form & Job Description Questionnaire

REQUESTING DEPARTMENT: Health

BUDGET JUSTIFICATION FOR POSITION RECLASSIFICATION:

Please check ☒ the appropriate reason and provide a narrative to justify the need for this reclassification.

- ☐ Substantial change in the level of duties and responsibilities
- ☐ Salary study indicates grade change
- ☐ Position vacant, opportunity to re-organize
- ☒ Operational needs of the department
- ☐ Other _____

Justification Narrative: (attach additional sheet if necessary) Please be specific and indicate how the request is related to the County's strategic goals and objectives, will enhance the level of services, or maintain the current level of service. Quantitative numbers should be used to support your position.

Per Federally Funded Title X Family Planning program requirements, the staff must be representative of the populations served. The makeup of our client populations in the Family Planning and Maternal Health programs is found to be over 60% Hispanic/Latino ethnicity (68.7%).

Due to recent staff turnover, the department lost one of two of its Spanish speaking employees; both of whom filled the Medical Office Assistant (MOA) position and are also bilingual in Spanish language. The separating employee was employed by the county for 15+ years. Though the vacancy was immediately filled in-house, as we were fortunate to have a contracting worker hired for shot-line operation during the COVID-19 pandemic, she separated after less than 3 months of hire. This caused the remaining staff member to meet the department's interpretation/translation needs and resulted in the department relying heavily on "The Language Line" an interpretation and translation service. Though an option, "The Language Line" is not conducive to movement of the patient through clinic which occurs at every visit—calls must remain within reach of the phone, which do not exist inside any clinic exam room. Our non-English speaking clients have also complained that "The Language Line" is impersonal and they are uncomfortable and hesitant to answer questions that are part of screening questionnaires. Some of these questions pertain to "patient history", and "safety". Clients unwilling to share information due to their discomfort and mistrust, may hinder the plan of care and proper treatment. In order to meet the needs for translation services, the health department began contracting for interpretation services as of January 17th, 2023—these services are costly and are limited based on the availability of the contract interpreter.

The Office of State Human Resources/ Office of State Personnel (OSHR/OSP) established the position of Foreign Language Interpreter I and II in 2005 "to address the need for public agencies and universities to provide a more advanced level of foreign language interpretation services for clients." Moore County was approved by OSP/OSHR to have a Foreign Language Interpreter II on June 17th, 2011. While searching our records, we retrieved documents including two county job advertisements for the MOA which was created and approved in 1997 that stated a requirement for fluency in Spanish language. In December of 2022 while attempting to fill the vacant MOA position, a requirement for fluency in Spanish language was not permitted for posting, as it is not listed as a minimum requirement per OSP.

Due to the needs of our department, we must be able to include wording that requires Spanish language fluency. As this action is unable to be carried out through the posting of an MOA, we are asking for the adoption of a Foreign Language Interpreter classification to the county's positions and pay plan.

A. Identification / General Information

Please answer all questions as completely and accurately as possible:

Current Position Information		Requested Position Information	
Job Title	Medical Office Assistant (10080) Position #	Job Title:	Foreign Language Interpreter
Grade	15	Grade	15
Positions Reporting to Position	0	Positions Reporting to Position	0
Department/Division Name	Health/Clinical	Department/Division Name:	Health/Clinical
Department Budget Code	10039062 51200	Department Budget Code	10039062 51200
Immediate Supervisor's Name:	Melissa Fraley	Immediate Supervisor's Name:	Melissa Fraley
Immediate Supervisor's Title:	Nursing Director I	Immediate Supervisor's Title:	Nursing Director I

- ☒ Full-time (40 hrs/wk) ☐ Full-time (24 hrs Shift) ☐ Full-time (12 hrs Shift) ☐ Sworn Law Enforcement
☐ Part-time (less than 30 hrs/wk)
☐ Conversion of Part-time to Full-time status
☐ Resource funding moved to funded position

Describe the anticipated work schedule

The usual work schedule is 40 hours per week, Monday through Friday, 8:00 am - 5:00 pm. Rotation to provide clinical coverage of evening clinic once per month on Mondays is also required. Hours beyond routine work hours may be required to staff shelters, special clinics, health fairs, communicable disease outbreaks, or other emergencies or public health responses. During communicable disease events, this position requires 24/7 availability.

B. Brief Description of the Job

This section is intended to capture a brief description of the job.

The purpose of this position is to: *Use this space to summarize the general purpose of the job.*

The purpose of this position is to provide Spanish language Interpretation to Spanish speaking clients in the Moore County Health Department clinical environment, and perform an array of clinical duties as needed.

This is accomplished by: *Briefly describe how the job's purpose is accomplished. Use additional sheets if necessary*

Please reference attached documents.

This is accomplished by:

70%* - Spanish Language Interpretation

- Provides Spanish-language interpretation/translation for clients seen in all clinics
- Assists non-English speaking clients with completion of documents
- Provides Spanish language translation for departmentwide information/promotion materials
- Provides Spanish-language interpretation/translation as requested for clients of the Health Department and Women, Infants, Children program (WIC), Care Management for High Risk Pregnancies (CMHRP), Care Coordination for Children (CC4C), and other programs as needed.

30%* Medical Office Assistance

- The first clinical point of contact for patients who have completed the registration process and are ready to receive clinic services.
- Collects the patient's record from management support staff and escorts the patient to the appropriate area of clinic.
- Obtains height/length and weight, without shoes or unclothed- young children/babies, as per program requirements. A skills competency check sheet is completed quarterly by observing nurse.
- Preparation of exam rooms with equipment and supplies needed for patient's exam.
- Assists/chaperones clinician and nursing staff during patient examinations.
- Directs/escorts clients to different areas of clinics, such as interview rooms, lab, exam rooms, and to check-out when visit is complete.
- Provides patient information, as directed by clinicians or nursing staff.
- Cleans and disinfects exam rooms and clinical equipment as outlined by policy and procedure.
- Moves instruments requiring sterilization to the sterilization processing area in the laboratory.
- Stocks exam rooms with necessary equipment/supplies from main medical supply room.
- Maintains organized medical supply room inventory.
- Rotates inventory so soon to expire supplies are used first.
- Coordinates ordering of medical supplies with purchase officer and nursing director as needed.
- Provides information to patients as directed by clinician or nurse program coordinator.
- Performs data entry of immunizations into the North Carolina Immunization Registry (NCIR).
- Performs twice daily temperature monitoring and recording for vaccine storage units.
- Accompanies nurses on home visits as requested.
- Provides support staffing during county emergency shelters.
- Participates in health fairs and outreach events.
- Participates in quality assurance projects.
- Participates in other duties as assigned.

C. Signature/Approval -

After completing, sign the form and return to the Human Resources Office

X 
Department Head Signature

3/17/23
Date

Comments: _____

X 
Human Resources Signature

3/23/2023
Date

Comments: _____

Effective Date: _____

X 
County Manager Signature

3-23-23
Date

Comments: _____

STATE OF NORTH CAROLINA
OFFICE OF STATE HUMAN RESOURCES
POSITION DESCRIPTION FORM (PD-102R)

APPROVED CLASSIFICATION:

EFFECTIVE DATE:

ANALYST:

(This Space for Personnel Department Use Only)

1. Present Classification Title of Position: Medical Office Assistant	7 Present 15 Digit Position Number: 10080	Proposed 15 Digit Position Number:
2. Usual Working Title of Position: Medical Office Assistant	8. Department, University, Commission, or Agency Moore County Health Department	
3. Requested Classification of Position: Foreign Language Interpreter	A. Institution & Division: Moore County Health Department	
4. Name of Immediate Supervisor: Melissa Fraley	10. Section and Unit: Clinical and Lab Sections	
5. Supervisor's Position, Title & Position Number: Registered Nurse, Nursing Director I, 505-75-101	11. Street Address, City and County: 705 Pinehurst Ave., Carthage, NC 28327	
6. Name of Employee: Vacant	12. Location of Workplace, Building and Room Number: 705 Pinehurst Ave., Carthage, NC 28327	

I. A. Primary Purpose of Organizational Unit:

The Moore County Health Department provides public health services to the citizens of Moore County, in accordance with applicable laws, rules, regulations, and guidelines set forth by local, state, and federal government.

B. Primary Purpose of Position: The purpose of this position is to provide Spanish language interpretation to Spanish speaking clients in the Moore County Health Department clinical environment. This position also performs a variety of clerical and clinical tasks, recording and maintaining patient data reports, and assisting in providing information to individuals/families who are recipients of official health services.

C. Work Schedule

The department operates on a Monday through Friday, 8:00 AM-5:00 PM schedule. This position works 40 hours per week. During county-wide disasters, health fairs and outreach events, hours may extend beyond regular hours to weekends.

D. Change in Responsibilities or Organizational Relationship:

N/A

II. A. DESCRIPTION OF RESPONSIBILITIES AND DUTIES: Must include % of time spent on each item.

Order of importance xx Sequential order

70%* - Spanish Language Interpretation

- Provides Spanish-language interpretation/translation for clients seen in all clinics
- Assists non-English speaking clients with completion of documents
- Provides Spanish language translation for departmentwide information/promotion materials
- Provides Spanish-language interpretation/translation as requested for clients of the Health Department and Women, Infants, Children program (WIC), Care Management for High Risk Pregnancies (CMHRP), Care Coordination for Children (CC4C), and other department programs as needed.

30%* Medical Office Assistance

- The first clinical point of contact for patients who have completed the registration process and are ready to receive clinic services.
- Collects the patient's record from management support staff and escorts the patient to the appropriate area of clinic.
- Obtains height/length and weight, without shoes or unclothed- young children/babies, as per program requirements. A skills competency check sheet is completed quarterly by observing nurse.
- Preparation of exam rooms with equipment and supplies needed for patient's exam.
- Assists/chaperones clinician and nursing staff during patient examinations.
- Directs/escorts clients to different areas of clinics, such as interview rooms, lab, exam rooms, and to check-out when visit is complete.
- Provides patient information, as directed by clinicians or nursing staff.
- Cleans and disinfects exam rooms and clinical equipment as outlined by policy and procedure.
- Moves instruments requiring sterilization to the sterilization processing area in the laboratory.
- Stocks exam rooms with necessary equipment/supplies from main medical supply room.
- Maintains organized medical supply room inventory.
- Rotates inventory so soon to expire supplies are used first.
- Coordinates ordering of medical supplies with purchase officer and nursing director as needed.
- Provides information to patients as directed by clinician or nurse program coordinator.
- Performs data entry of immunizations into the North Carolina Immunization Registry (NCIR).
- Performs twice daily temperature monitoring and recording for vaccine storage units.
- Accompanies nurses on home visits as requested.
- Provides support staffing during county emergency shelters.

- Participates in health fairs and outreach events.
- Participates in quality assurance projects.
- Participates in other duties as assigned.

II. B. OTHER POSITION CHARACTERISTICS:

1. Accuracy Required in Work:

Must be fluent in Spanish. Must be accurate in medical terminology. Must be able to apply this skill in verbal and written format. All data collected regarding an individual must be accurately collected and recorded to ensure appropriate health care on a timely basis.

2. Consequence of Error:

There is risk of incorrect, inappropriate, premature, or delayed health services due to errors in handling, reporting, or recording data. This may result in improper treatment, disease, or disability for the patient and possible legal action against the health department.

3. Instructions Provided to Employee:

This job description delineates the responsibilities of the position. Verbal and written directives are provided by the nursing director and clinic coordinator.

4. Guides, Regulations, Policies and References Used by Employee:

Moore County Health Department Administrative, Personnel, and Clinical Policies/Procedures.

5. Supervision Received by Employee:

This position works under the daily supervision of the nurse program coordinators, under the direction of the nursing director. Annual performance evaluations are performed.

6. Variety and Purpose of Personal Contacts:

Requires continuous contact with departmental staff, citizens, clinicians, governmental agencies, and other health departments. Must communicate effectively with subordinates, peers, and administrators.

7. Physical Effort:

Light to moderate physical exertion may be required.

8. Work Environment and Conditions:

The Health Department is in the Moore County Office Park. The layout is one story and sprawling. Some variations in weather conditions are encountered when attending meetings, community activities, or when home visiting or working an emergency shelter.

9. Machines, Tools, Instruments, Equipment, and Materials Used:

- Phone
- Clinical equipment- height/length board, scales; instruments used for clinical exams
- Computer
- Copier
- Fax

10. Visual Attention, Mental Concentration, and Manipulative Skills:

Close visual attention, mental concentration, and manipulative skills required in completing graphs and measurements.

11. Safety for Others:

Compliance with health and safety standards to safeguard the well-being of clients.

12. Dynamics of Work:

Must have fluency in Spanish and be able to translate and interpret with the use of medical terminology. General knowledge of office techniques, including basic computer skills. Must be energetic, self-motivated, competent, have good written and verbal communication skills and grasp new concepts quickly. Must be able to follow oral and written directions. Must be able to work with a diverse client population, to include clients from various racial and ethnic backgrounds, ages, and genders, in various clinic settings. Must use sound judgment and empathy when working with clients.

III. KNOWLEDGES, SKILLS, & ABILITIES:

Required Minimum Training (Must match State classification spec):

High School or GED and one year of experience in interpreting and translating English and the required foreign language in a setting that requires a knowledge of the programs or services. Demonstrates the fluency and skill necessary to meet the needs of the organization and client populations served.

Additional Training/Experience:

- Incident Command courses 100, 200, 700, 800
- CPR
- Bloodborne Pathogen training
- HIPAA training

(All of these trainings are obtained after hire)

3. Equivalent Training and Experience:

Experience in a healthcare of human services setting. General knowledge of clerical office practices, to include basic computer skills.

IV. License or Certification Required by Statute or Regulation:

Must possess and maintain a valid NC Driver's license

V. Signatures indicate agreement with all information provided, including designation of essential functions.

Supervisor's Certification: I certify that (a) I am the immediate Supervisor of this position, that (b) I have provided a complete and accurate description of responsibilities and duties and (c) I have verified (and reconciled as needed) its accuracy and completeness with the employee.

Signature: M. F. [Signature] Title: Nursing Director Date: 3/20/2023

Employee's Certification: I certify that I have reviewed this position description, completed by the above named immediate supervisor, is complete and accurate.

Signature: _____ Title: _____ Date: _____

Section or Division Manager's Certification: I certify that this position description, completed by the above named immediate supervisor, is complete and accurate.

Signature: [Signature] Title: Interim Director Date: 3/17/23

HR Director's Certification: I certify that this is an authorized, official position description of the subject position.

Signature: Dawn Gilbert Title: HR Director Date: 3/24/2023

Position Reclassification Request Form & Job Description Questionnaire

REQUESTING DEPARTMENT: Health

BUDGET JUSTIFICATION FOR POSITION RECLASSIFICATION:

Please check ☒ the appropriate reason and provide a narrative to justify the need for this reclassification.

- ☐ Substantial change in the level of duties and responsibilities
- ☐ Salary study indicates grade change
- ☐ Position vacant, opportunity to re-organize
- ☒ Operational needs of the department
- ☐ Other _____

Justification Narrative: (attach additional sheet if necessary) Please be specific and indicate how the request is related to the County's strategic goals and objectives, will enhance the level of services, or maintain the current level of service. Quantitative numbers should be used to support your position.

Per Federally Funded Title X Family Planning program requirements, the staff must be representative of the populations served. The makeup of our client populations in the Family Planning and Maternal Health programs is found to be over 60% Hispanic/Latino ethnicity (68.7%).

Due to recent staff turnover, the department lost one of two of its Spanish speaking employees; both of whom filled the Medical Office Assistant (MOA) position and are also bilingual in Spanish language. The separating employee was employed by the county for 15+ years. Though the vacancy was immediately filled in-house, as we were fortunate to have a contracting worker hired for shot-line operation during the COVID-19 pandemic, she separated after less than 3 months of hire. This caused the remaining staff member to meet the department's interpretation/translation needs and resulted in the department relying heavily on "The Language Line" an interpretation and translation service. Though an option, "The Language Line" is not conducive to movement of the patient through clinic which occurs at every visit—calls must remain within reach of the phone, which do not exist inside any clinic exam room. Our non-English speaking clients have also complained that "The Language Line" is impersonal and they are uncomfortable and hesitant to answer questions that are part of screening questionnaires. Some of these questions pertain to "patient history", and "safety". Clients unwilling to share information due to their discomfort and mistrust, may hinder the plan of care and proper treatment. In order to meet the needs for translation services, the health department began contracting for interpretation services as of January 17th, 2023—these services are costly and are limited based on the availability of the contract interpreter.

The Office of State Human Resources/ Office of State Personnel (OSHR/OSP) established the position of Foreign Language Interpreter I and II in 2005 "to address the need for public agencies and universities to provide a more advanced level of foreign language interpretation services for clients." Moore County was approved by OSP/OSHR to have a Foreign Language Interpreter II on June 17th, 2011. While searching our records, we retrieved documents including two county job advertisements for the MOA which was created and approved in 1997 that stated a requirement for fluency in Spanish language. In December of 2022 while attempting to fill the vacant MOA position, a requirement for fluency in Spanish language was not permitted for posting, as it is not listed as a minimum requirement per OSP.

Due to the needs of our department, we must be able to include wording that requires Spanish language fluency. As this action is unable to be carried out through the posting of an MOA, we are asking for the adoption of a Foreign Language Interpreter classification to the county's positions and pay plan.

A. Identification / General Information

Please answer all questions as completely and accurately as possible:

Position # 10079

Current Position Information		Requested Position Information	
Job Title	Medical Office Assistant (10079) Position #	Job Title:	Foreign Language Interpreter
Grade	15	Grade	15
Positions Reporting to Position	0	Positions Reporting to Position	0
Department/Division Name	Health/Clinical	Department/Division Name:	Health/Clinical
Department Budget Code	10039062 51200	Department Budget Code	10039062 51200
Immediate Supervisor's Name:	Melissa Fraley	Immediate Supervisor's Name:	Melissa Fraley
Immediate Supervisor's Title:	Nursing Director I	Immediate Supervisor's Title:	Nursing Director I

- ☒ Full-time (40 hrs/wk) ☐ Full-time (24 hrs Shift) ☐ Full-time (12 hrs Shift) ☐ Sworn Law Enforcement
☐ Part-time (less than 30 hrs/wk)
☐ Conversion of Part-time to Full-time status
☐ Resource funding moved to funded position

Describe the anticipated work schedule

The usual work schedule is 40 hours per week, Monday through Friday, 8:00 am - 5:00 pm. Rotation to provide clinical coverage of evening clinic once per month on Mondays is also required. Hours beyond routine work hours may be required to staff shelters, special clinics, health fairs, communicable disease outbreaks, or other emergencies or public health responses. During communicable disease events, this position requires 24/7 availability.

B. Brief Description of the Job

This section is intended to capture a brief description of the job.

The purpose of this position is to: *Use this space to summarize the general purpose of the job.*

The purpose of this position is to provide Spanish language Interpretation to Spanish speaking clients in the Moore County Health Department clinical environment, and perform an array of clinical duties as needed.

This is accomplished by: *Briefly describe how the job's purpose is accomplished. Use additional sheets if necessary*

Please reference attached documents.

This is accomplished by:

70%* - Spanish Language Interpretation


- Provides Spanish-language interpretation/translation for clients seen in all clinics
- Assists non-English speaking clients with completion of documents
- Provides Spanish language translation for departmentwide information/promotion materials
- Provides Spanish-language interpretation/translation as requested for clients of the Health Department and Women, Infants, Children program (WIC), Care Management for High Risk Pregnancies (CMHRP), Care Coordination for Children (CC4C), and other programs as needed.

30%* Medical Office Assistance

- The first clinical point of contact for patients who have completed the registration process and are ready to receive clinic services.
- Collects the patient's record from management support staff and escorts the patient to the appropriate area of clinic.
- Obtains height/length and weight, without shoes or unclothed- young children/babies, as per program requirements. A skills competency check sheet is completed quarterly by observing nurse.
- Preparation of exam rooms with equipment and supplies needed for patient's exam.
- Assists/chaperones clinician and nursing staff during patient examinations.
- Directs/escorts clients to different areas of clinics, such as interview rooms, lab, exam rooms, and to check-out when visit is complete.
- Provides patient information, as directed by clinicians or nursing staff.
- Cleans and disinfects exam rooms and clinical equipment as outlined by policy and procedure.
- Moves instruments requiring sterilization to the sterilization processing area in the laboratory.
- Stocks exam rooms with necessary equipment/supplies from main medical supply room.
- Maintains organized medical supply room inventory.
- Rotates inventory so soon to expire supplies are used first.
- Coordinates ordering of medical supplies with purchase officer and nursing director as needed.
- Provides information to patients as directed by clinician or nurse program coordinator.
- Performs data entry of immunizations into the North Carolina Immunization Registry (NCIR).
- Performs twice daily temperature monitoring and recording for vaccine storage units.
- Accompanies nurses on home visits as requested.
- Provides support staffing during county emergency shelters.
- Participates in health fairs and outreach events.
- Participates in quality assurance projects.
- Participates in other duties as assigned.

C. Signature/Approval -

After completing, sign the form and return to the Human Resources Office

X 
Department Head Signature

3/17/23
Date


Comments: _____

X 
Human Resources Signature

3/23/2023
Date

Comments: _____

Effective Date: _____

X 
County Manager Signature

3-23-23
Date

Comments: _____

STATE OF NORTH CAROLINA
OFFICE OF STATE HUMAN RESOURCES
POSITION DESCRIPTION FORM (PD-102R)

APPROVED CLASSIFICATION:

EFFECTIVE DATE:

ANALYST:

(This Space for Personnel Department Use Only)

1. Present Classification Title of Position:	7 Present 15 Digit Position Number:	Proposed 15 Digit Position Number:
Medical Office Assistant	505-53-755 / 10079	
2. Usual Working Title of Position:	8. Department, University, Commission, or Agency Moore County Health Department	
Medical Office Assistant		
3. Requested Classification of Position:	A. Institution & Division:	
Foreign Language Interpreter	Moore County Health Department	
4. Name of Immediate Supervisor:	10. Section and Unit: Clinical and Lab Sections	
Melissa Fraley		
5. Supervisor's Position, Title & Position Number:	11. Street Address, City and County: 705 Pinehurst Ave., Carthage, NC 28327	
Registered Nurse, Nursing Director I, 505-75-101		
6. Name of Employee:	12. Location of Workplace, Building and Room Number: 705 Pinehurst Ave., Carthage, NC 28327	
Nilda Moran		

I. A. Primary Purpose of Organizational Unit:

The Moore County Health Department provides public health services to the citizens of Moore County, in accordance with applicable laws, rules, regulations, and guidelines set forth by local, state, and federal government.

B. Primary Purpose of Position: The purpose of this position is to provide Spanish language interpretation to Spanish speaking clients in the Moore County Health Department clinical environment. This position also performs a variety of clerical and clinical tasks, recording and maintaining patient data reports, and assisting in providing information to individuals/families who are recipients of official health services.

C. Work Schedule

The department operates on a Monday through Friday, 8:00 AM-5:00 PM schedule. This position works 40 hours per week. During county-wide disasters, health fairs and outreach events, hours may extend beyond regular hours to weekends.

D. Change in Responsibilities or Organizational Relationship:

N/A

II. A. DESCRIPTION OF RESPONSIBILITIES AND DUTIES: Must include % of time spent on each item.

Order of importance xx Sequential order

70%* - Spanish Language Interpretation

- Provides Spanish-language interpretation/translation for clients seen in all clinics
- Assists non-English speaking clients with completion of documents
- Provides Spanish language translation for departmentwide information/promotion materials
- Provides Spanish-language interpretation/translation as requested for clients of the Health Department and Women, Infants, Children program (WIC), Care Management for High Risk Pregnancies (CMHRP), Care Coordination for Children (CC4C), and other department programs as needed.

30%* Medical Office Assistance

- The first clinical point of contact for patients who have completed the registration process and are ready to receive clinic services.
- Collects the patient's record from management support staff and escorts the patient to the appropriate area of clinic.
- Obtains height/length and weight, without shoes or unclothed- young children/babies, as per program requirements. A skills competency check sheet is completed quarterly by observing nurse.
- Preparation of exam rooms with equipment and supplies needed for patient's exam.
- Assists/chaperones clinician and nursing staff during patient examinations.
- Directs/escorts clients to different areas of clinics, such as interview rooms, lab, exam rooms, and to check-out when visit is complete.
- Provides patient information, as directed by clinicians or nursing staff.
- Cleans and disinfects exam rooms and clinical equipment as outlined by policy and procedure.
- Moves instruments requiring sterilization to the sterilization processing area in the laboratory.
- Stocks exam rooms with necessary equipment/supplies from main medical supply room.
- Maintains organized medical supply room inventory.
- Rotates inventory so soon to expire supplies are used first.
- Coordinates ordering of medical supplies with purchase officer and nursing director as needed.
- Provides information to patients as directed by clinician or nurse program coordinator.
- Performs data entry of immunizations into the North Carolina Immunization Registry (NCIR).
- Performs twice daily temperature monitoring and recording for vaccine storage units.
- Accompanies nurses on home visits as requested.
- Provides support staffing during county emergency shelters.

- Participates in health fairs and outreach events.
- Participates in quality assurance projects.
- Participates in other duties as assigned.

II. B. OTHER POSITION CHARACTERISTICS:

1. Accuracy Required in Work:

Must be fluent in Spanish. Must be accurate in medical terminology. Must be able to apply this skill in verbal and written format. All data collected regarding an individual must be accurately collected and recorded to ensure appropriate health care on a timely basis.

2. Consequence of Error:

There is risk of incorrect, inappropriate, premature, or delayed health services due to errors in handling, reporting, or recording data. This may result in improper treatment, disease, or disability for the patient and possible legal action against the health department.

3. Instructions Provided to Employee:

This job description delineates the responsibilities of the position. Verbal and written directives are provided by the nursing director and clinic coordinator.

4. Guides, Regulations, Policies and References Used by Employee:

Moore County Health Department Administrative, Personnel, and Clinical Policies/Procedures.

5. Supervision Received by Employee:

This position works under the daily supervision of the nurse program coordinators, under the direction of the nursing director. Annual performance evaluations are performed.

6. Variety and Purpose of Personal Contacts:

Requires continuous contact with departmental staff, citizens, clinicians, governmental agencies, and other health departments. Must communicate effectively with subordinates, peers, and administrators.

7. Physical Effort:

Light to moderate physical exertion may be required.

8. Work Environment and Conditions:

The Health Department is in the Moore County Office Park. The layout is one story and sprawling. Some variations in weather conditions are encountered when attending meetings, community activities, or when home visiting or working an emergency shelter.

9. Machines, Tools, Instruments, Equipment, and Materials Used:

- Phone
- Clinical equipment- height/length board, scales; instruments used for clinical exams
- Computer
- Copier
- Fax

10. Visual Attention, Mental Concentration, and Manipulative Skills:

Close visual attention, mental concentration, and manipulative skills required in completing graphs and measurements.

11. Safety for Others:

Compliance with health and safety standards to safeguard the well-being of clients.

12. Dynamics of Work:

Must have fluency in Spanish and be able to translate and interpret with the use of medical terminology. General knowledge of office techniques, including basic computer skills. Must be energetic, self-motivated, competent, have good written and verbal communication skills and grasp new concepts quickly. Must be able to follow oral and written directions. Must be able to work with a diverse client population, to include clients from various racial and ethnic backgrounds, ages, and genders, in various clinic settings. Must use sound judgment and empathy when working with clients.

III. KNOWLEDGES, SKILLS, & ABILITIES:

Required Minimum Training (Must match State classification spec):

High School or GED and one year of experience in interpreting and translating English and the required foreign language in a setting that requires a knowledge of the programs or services. Demonstrates the fluency and skill necessary to meet the needs of the organization and client populations served.

Additional Training/Experience:

- Incident Command courses 100, 200, 700, 800
- CPR
- Bloodborne Pathogen training
- HIPAA training

(All of these trainings are obtained after hire)

3. Equivalent Training and Experience:

Experience in a healthcare or human services setting. General knowledge of clerical office practices, to include basic computer skills.

IV. License or Certification Required by Statute or Regulation:

Must possess and maintain a valid NC Driver's license

V. Signatures indicate agreement with all information provided, including designation of essential functions.

Supervisor's Certification: I certify that (a) I am the immediate Supervisor of this position, that (b) I have provided a complete and accurate description of responsibilities and duties and (c) I have verified (and reconciled as needed) its accuracy and completeness with the employee.

Signature: M. P. [Signature] Title: Nursing Director I Date: 3/20/2023

Employee's Certification: I certify that I have reviewed this position description, completed by the above named immediate supervisor, is complete and accurate.

Signature: _____ Title: _____ Date: _____

Section or Division Manager's Certification: I certify that this position description, completed by the above named immediate supervisor, is complete and accurate.

Signature: [Signature] Title: Interim Director Date: 3/17/23

HR Director's Certification: I certify that this is an authorized, official position description of the subject position.

Signature: Charm Gilbert Title: HR Director Date: 3/24/2023

Dawn Gilbert

From: Matthew Garner
Sent: Monday, April 10, 2023 11:17 AM
To: Dawn Gilbert
Cc: Miriam King; Jennifer Wallace; Melissa Fraley
Subject: FW: FLI-II

Dawn,

We have received approval back from OSHR on our Foreign Language Interpreter positions. It appears that OSHR has classified both as Foreign Language Interpreter II. Can we schedule a call and discuss whenever its convenient for you? FYI, Melissa is on leave today but should return tomorrow (4/11).

Thanks,

Matt

From: Miriam King <mking@moorecountync.gov>
Sent: Monday, April 10, 2023 9:45 AM
To: Matthew Garner <mgarner@moorecountync.gov>
Subject: FW: FLI-II

Hey Matt,

This was sent back from OSP/OSHR. Dominick has approved both positions, but classified them according to their scope of duties as FLII, how should we proceed?

Best,
Miriam

From: Dominick Derasmo via Smartsheet <user@app.smartsheet.com>
Sent: Wednesday, April 5, 2023 12:11 PM
To: Miriam King <mking@moorecountync.gov>
Subject: FLI-II



Here's a quick update on "Local Government Position Actions".

Local Government Position Actions

Row 3

Agency

Moore County Public Health

Unit/Section	Administration
Date Submitted	03/31/23
Current Classification	Medical Office Assistant
Classification (Requested/Proposed/Existing)	Foreign Language Interpreter (T)
OSHR Action	Approved
Approved Classification	Foreign Language Interpreter II (T)
Approved Position Number	10079, 10080
Effective Date	04/05/23
OSHR Approver	Dominick D'Erasmio
Approval/Disapproval Date	04/05/23

[View in Smartsheet](#)

Sent using [Smartsheet](#) - the leading work execution platform that empowers teams and organizations to move their ideas to impact - fast.

Sent by dominick.derasmo@nc.gov

© 2023 Smartsheet Inc. | [Contact](#) | [Privacy Policy](#) | [User Agreement](#) | [Report Abuse/Spam](#)



Title: Foreign Language Interpreter
Department: Health
Revision Date: 03/20/2023

101 25 03 21 23
MAR 21 2023
BY: JPW

GENERAL DEFINITION AND CONDITIONS OF WORK:

This position provides Spanish translation and interpretation to Spanish-speaking patients and customers of the in all areas of the clinic and immunization setting. This role is one of two positions that rotates between clinical/medical interpreting and nursing tasks. Performs a variety of clerical and nursing tasks in recording and maintaining patient data and reports and providing information to individuals and families who are recipients of local health services. Duties include assisting medical providers and nurses with standard nursing and laboratory functions. Work is performed under the guidance and supervision of professional health personnel and evaluated constantly for satisfactory completion.

PHYSICAL REQUIREMENTS:

Light to moderate physical exertion may be required. Work requires stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word, and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for preparing and analyzing written or computer data, use of measuring devices, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions, noise, hazards and atmospheric conditions. The worker may be exposed to bloodborne pathogens and are required to wear personal protective equipment. The worker will be required to complete respiratory training and respirator fitting.

Does this position require a valid NC Driver's License? YES

Is this position a Safety Sensitive Position? Yes

Is this position subject to Random Drug Screens? Yes

ESSENTIAL FUNCTIONS (TYPICAL JOB TASKS):

- Provides Spanish-language interpretation and translation for clients seen in all clinic programs.
- Assists non-English speaking clients with completion of documents.
- Provides Spanish language translation for department wide information/promotion materials.
- Provides Spanish-language interpretation and translation as requested for clients of the Health Department and Women, Infants, Children program (WIC), Care Management for High Risk Pregnancies (CMHRP), Care Coordination for Children (CC4C), and other department programs as needed.
- Escorts patients to the appropriate areas of clinic, obtaining clinical data such as height and weight.
- Provides information, as directed by professional personnel, to health services recipients, contacts patients regarding test results and overdue appointments.
- Assists physicians and nurses with standard assignments and laboratory functions such as setting up equipment, performing simple hemoglobin and urine tests, assisting physician/nurse with pelvic examinations and performing other standard laboratory tests.
- Stocks and prepares clinic rooms.
- Maintains medical supply inventory.
- Cleans and disinfects patient rooms and clinical equipment as outlined in policy and procedure.
- Participates in instrument sterilization processes.
- Provides support in all clinics as assigned.
- Performs related tasks as required.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Must be fluent in Spanish interpretation and translation.
- Some knowledge of the principles and practices of patient care and techniques of practical nursing.
- Some knowledge of common health and safety precautions in working in local health departments.
- Some knowledge of dental clinic operations and protocols.
- General knowledge of office techniques, to include basic computer skills;
- Knowledge of HIPAA (Health Insurance Portability and Accountability Act) and patient privacy practices;
- Ability to work with staff and patients, under supervision, as set up by departmental policies.
- Ability to maintain clerical records and to compile reports from these records.
- Ability to follow oral and written instructions.
- Ability to use sound judgment and empathy in working with patients.
- Ability to practice effective communication verbally and written;
- Ability to work with a diverse population;
- Ability to follow oral and written instruction;
- Ability to establish and maintain effective working relationships with patients and associates.

EDUCATION AND EXPERIENCE:

High School or GED and one year of experience in interpreting and translating English and the required foreign language in a setting that requires a knowledge of the programs or services. Demonstrates the fluency and skill necessary to meet the needs of the organization and client populations served.

VIII.B.
Agenda Item:
Meeting Date: May 16, 2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy G. Gould, Public Works Director
DATE: May 3, 2023
SUBJECT: Dump Truck Purchase Contract – Public Utilities
PRESENTER: Randy G. Gould, PE

REQUEST:

Execute the purchase contract for the purchase of a dump truck for Moore County Public Utilities in the amount of \$184,720.

BACKGROUND:

The existing dump truck used by Moore County Public Utilities has reached the end of its useful life, and a new dump truck is needed. The existing dump truck is a 2002 model with over 78,000 miles.

IMPLEMENTATION PLAN:

Authorize the contract with Transource, Inc. to be signed by the Chairman of the Board of Commissioners.

FINANCIAL IMPACT STATEMENT:

The replacement of the dump truck is a budgeted item in account 6104105555401.

RECOMMENDATION SUMMARY:

Request the Board to make a motion to authorize the Chairman to sign the purchase contract with Transource, Inc. in the total amount of \$184,720 for the purchase of a dump truck.

SUPPORTING ATTACHMENTS:

Purchase Contract with Transource, Inc.

STATE OF NORTH CAROLINA

PURCHASE CONTRACT

COUNTY OF MOORE

This Contract is made the 16th day of May, 2023, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and TranSource, Inc. a business corporation formed under the laws of the State of North Carolina (the "Seller").

1. Description of Equipment

The Seller will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept the Equipment, as provided for in Attachments 1 and 2, which are attached hereto and incorporated by reference as if fully set forth herein.

Seller agrees that all Equipment must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach.

2. Time of Delivery

The Seller will deliver the Equipment covered by this Contract to the County on or before July 16, 2024. Delivery will be made to the Moore County Public Works located at 5227 US Hwy 15 Carthage, North Carolina. The parties mutually agree that time is of the essence.

This Contract is subject to the availability of funds to purchase the specified Equipment and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

3. Payment

The County will pay the Seller the State contracted amount of \$184,720.00, which includes tax and delivery. Payment will occur within 30 days of delivery of the Equipment. The County is responsible for the payment of any State of North Carolina taxes and registration fees.

4. Inspection

The County will have the right to inspect and test the Equipment prior to acceptance.

5. Risk of Loss and Title

The risk of loss will pass to the County upon delivery of the Equipment. In addition, title to the Equipment will pass to the County upon delivery.

6. Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

7. Warranties

The Seller represents and warrants that:

- a. It is a limited partnership, validly existing and in good standing under the laws of the State of North Carolina and is qualified to do business in North Carolina;
- b. It has the requisite power and authority to execute, deliver and perform its obligations under this Contract;
- c. The Goods comply with all requirements set forth in this Contract;
- d. The Goods are free of defects in title, claims, liens, labor, material or fabrication;
- e. The Goods are suitable for the purposes intended; and
- f. The Goods are of merchantable quality.

8. Product Recall

In the event of any recall notice, technical service bulletin, or other important notification affecting the Equipment, notice will be provided to the County as provided in Section 17 of this Contract.

9. Default

In the event the Seller defaults by one of the following, the County may, by written notice to the Seller, cancel all or any part of this order or exercise any other remedy allowed under law:

- a. Non-delivery, as required;
- b. Not providing adequate assurance of performance; or
- c. Breaches any term or condition of this Contract,

10. Termination of Agreement

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract. This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

11. Iran Divestment Act

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

12. Compliance with Laws

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, and local laws.

13. Assignment

This Contract is not assignable by either party, by operation of law or otherwise.

14. Indemnification

To the fullest extent permitted by law, the Seller will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from this Contract or the actions of the Seller, its officials, employees, or contractors under this Contract or under contracts entered into by the Seller in connection with this Contract. This indemnification will survive the termination of this Contract.

15. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract will be brought in the General Court of Justice in Moore County, North Carolina.

16. Severability

If any provision of this Contract is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions of this Contract will not be affected.

17. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY: MOORE COUNTY PUBLIC WORKS
ATTN: RANDY GOULD, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

SELLER: TRANSOURCE INC.
ATTN: LEGAL
8700 TRIAD DRIVE
COLFAX, NC 27235

18. Priority of Document

In the event of any inconsistency between this Contract and Attachments 1 through 2, the Contract will have priority over Attachments 1 and 2.

19. Non-Exclusive Agreement

The County and Seller acknowledge that this is a non-exclusive agreement. The County may purchase like or similar Goods from other sellers and the Seller may sell like or similar Goods to other buyers.

20. Modification

This Contract can be modified or rescinded only by written agreement of the Parties.

21. Entire Agreement

This Contract and Attachments 1 and 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

22. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This agreement is effective as of the date first written above.

COUNTY OF MOORE

TRANSOURCE, INC.

Nick Picerno, Chairman
Moore County Board of Commissioners

Dennis J. Pirkle
Territory Sales Manager

ATTEST:

Laura M. Willams
Clerk to the Board

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

ATTACHMENT 1

PRODUCT SPECIFICATIONS

The Seller will provide for purchase by the County (1) 2024 Mack HD GR 64FR White Dumptruck.

The specifics of this Equipment are detailed in Attachment 2.

610 41055

55401

\$184,720.00

BUYER'S ORDER



Printed on 3/13/2023 3:04 PM

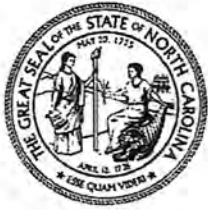
CUSTOMER INFORMATION			
CUSTOMER NAME: Moore County Public Works		DATE: March 13, 2023	
ADDRESS: PO Box 905 Carthage, NC 28327		BUSINESS PHONE: 910-947-7180	
CONTACT NAME: Steven Perkins		CONTACT PHONE: 910-947-7180	
EMAIL ADDRESS: sperkins@moorecountync.gov		SALESMAN: DJ Pirkle	
<p>Thank you for giving us the opportunity to quote your commercial vehicle needs. We look forward to serving as your transportation solution provider.</p> <p>The complete specifications and details of the model configured for your application are included as attachments.</p> <p>We look forward to discussing any questions you might have regarding this proposal.</p> <p>Thank you again for this opportunity to earn your business!</p>			
VEHICLE BEING PURCHASED			
UNIT: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> MUNICIPAL <input type="checkbox"/> WHOLESALE		STOCK NUMBER(s): NA	
YEAR: 2024		CPA/CONTROL/INQUIRY: 2426426	
MAKE: Mack HD		CUSTOMER NO./PARTY ID: 8084803280	
MODEL: GR 84FR		QUOTE/DEAL ID: BLAN2022000525C626	
QUANTITY: 1		ESTIMATED DELIVERY: January 0, 1900	
COLOR: Mack White		OTHER:	
BODY INFO: Dump		OTHER:	
USED VEHICLE TRADED IN AND/OR OTHER CREDIT			
YEAR: NA		APPRAISED BY: NA	
MAKE: NA		ODOMETER READING (MILES): NA	
MODEL: NA		ODOMETER ACTUAL/CORRECT: <input type="checkbox"/> YES <input type="checkbox"/> NO	
VIN: NA		TRADE IN ALLOWANCE: \$ -	
COLOR: NA		BALANCE OWED: \$ -	
BODY INFO: NA		NET ALLOWANCE: \$ -	
BALANCE OWED TO: NA		DEPOSIT OR CREDIT BALANCE: \$ -	
ADDRESS: NA		CASH WITH ORDER: \$ -	
ACCOUNT NUMBER: NA		TOTAL CREDIT: \$ -	
FINANCIAL INFORMATION			
CASH PRICE: \$ 184,720.00		TOTAL PRICE OF ONE (1) UNIT: \$ 184,720.00	
EXTENDED WARRANTY: \$ -		TOTAL PRICE OF ORDER: \$ 184,720.00	
LOCAL TAX RATE:		TOTAL CREDIT: \$ -	
LOCAL TAX ON WARRANTY: \$ -		CASH BALANCE DUE ON DELIVERY: \$ 184,720.00	
FEDERAL RETAIL EXCISE TAX: \$ -			
DMV FEES: \$ -		TAX EXEMPT? NO	
LICENSE, LICENSE TRANSFER: \$ -			
LIEN HOLDER INFORMATION			
NAME:		TRANSACTION TYPE: <input type="checkbox"/> CASH <input type="checkbox"/> FINANCE <input type="checkbox"/> LEASE	
ADDRESS:		TERMS/APR:	
LIEN # (MS ONLY):			
WARRANTY DISCLAIMER			
We, the Seller, hereby expressly disclaim all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and we neither assume nor authorize any other person to assume for us any liability in connection with the Sale of the Vehicle. The disclaimer of Warranties does not affect the Manufacturer's Warranty by the Selling Dealer.			
ADDITIONAL NOTES			
Piggy-Back off NC State Contract 070E. 25MY Estimate. Pricing subject to change			
SIGNATURES			
*Purchaser by his execution of the order acknowledges that he has read its terms and conditions and has received a true copy of this order			
PURCHASER'S SIGNATURE		COMPANY NAME	
		Moore County Public Works	
ACCEPTED BY		DATE	
DJ Pirkle		Monday, March 13, 2023	



ADDITIONAL TERMS AND CONDITIONS

1. As User In this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly.
3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time, and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance the refund shown on the front of this Order, Purchaser may, if dissatisfied therewith, withdraw the trade vehicle from this Order, provided, however, that such right to remove the trade is exercised prior to the delivery of the new motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.
4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.
5. Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any cash deposit made by Purchaser, and, in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for the expenses specified in paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser.
6. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories, or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
7. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
8. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include state taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, user or occupation taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefore.
9. If a charge for Credit Life Insurance is included in this Order the provisions as to Credit Life Insurance in any retail Installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Credit Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total of Payments and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail Installment contract executed in conjunction therewith shall otherwise remain fully effective.
10. FACTORY WARRANTY: A WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THE VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USER, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
12. The purchaser, before or at the time of delivery of the motor vehicle covered by this Order, will execute such forms of a agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.



Statewide Term Contract

070E – 35,000 & 50,000-70,000 GVWR Cab & Chassis Trucks

Bid Number	201900174
Contract Name	35,000 & 50,000-70,000 GVWR Cab & Chassis Trucks
Effective Dates	July 17, 2019 through July 16, 2024
Awarded Vendors and Contacts	35,000 GVWR Cab & Chassis Trucks Velocity Truck Centers – <u>Brian Rashid</u> – (919) 231-2900 Fax – (919) 231-7274 50,000-70,000 GVWR Cab & Chassis Trucks TranSource Inc. – <u>Rob Shaw</u> – (919) 782-8785 Fax – (919) 571-1197
Contract Covers	<p>This contract is intended to cover the state's normal requirements for 35,000 GVWR cab & chassis trucks and 50,000-70,000 GVWR cab & chassis dump trucks.</p> <p>A 50,000-70,000 GVWR cab (conventional single or crew) and chassis straight truck will typically be used by NC DOT and other authorized users of this contract in a variety of construction and maintenance dump truck operations, including snow removal and other similar on/off road applications.</p> <p><u>Items and specifications</u></p>
Mandatory Contract	This is a mandatory Statewide Term Contract for state agencies, departments, institutions, universities and community colleges, unless exempted by North Carolina General Statute. Additionally, non-mandatory entities, including schools and local government, that are allowed by general statute may use this contract.
Special Note	Ordering agencies are strongly encouraged to confirm specifications with the vendor prior to placing an order.
Minimum Order	The minimum order is one (1) unit.
Equipment Demonstration	Training is required upon delivery, and the successful vendor shall provide a qualified representative to provide instruction about proper operation, routine maintenance, safety and service.
Transportation Charges (FOB Destination)	The vendor will deliver, FOB destination, all items within 120 consecutive calendar days after receipt of a purchase order.
Warranty	Each unit is to be warranted bumper to bumper, for a minimum period of one (1) year from date accepted and made ready for operations, regardless of mileage. The warranty shall cover all parts, labor and delivery of parts. In addition, there shall be an extended warranty of one additional year or a total of 150,000 miles on the drive train (engine, transmission and rear axle). There shall be no reduction (prorating) of coverage resulting from age or mileage during the warranty period. In addition, any

	specific provisions in the manufacturer's standard warranty that exceed the above requirement become part of the warranty for this contract. Any periodic inspections, which may be required and performed by the vendor or his representative, shall be without charge to the owner.
Order Placement	Items and implements will be entered as non-catalog items on the requisition, entering 070E in the contract ID field.
Loaded into E-Procurement	No. Catalogs are not loaded in <u>E-Procurement</u> .
E-Procurement Help Desk	(888) 211-7440
Contract Manager	<u>James Brown</u> (984) 236-0253
Contract Addenda	10/30/2019: Model Year Price Updates and additional options added
	1/7/2020: Contract Administrator Change to Ryan Longmire
	2/4/2020: Contract Administrator Change to Bahaa Jizi
	5/17/2021: Name Changed to Carolina Freightliner-Western Star
	7/15/2021: Name Changed to Velocity Truck Centers
	9/27/2021: TranSource price adjustment on all 2023 models effective 9/27/2021
	12/15/2021: Velocity Truck: \$2,900 price increase on all MY23 M2/108SD/114SD Trucks effective 12/15/2021
	7/5/2022: Contract renewal through July 16, 2023. One year remaining.
	2/3/2023: Contract renewal through July 16, 2024. Contract Administrator changed to Frank Slifer.
	3/22/2023: Contract Administrator changed to Contract Manager James Brown

Agenda Item: VIII.C.
Meeting Date: May 16, 2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, PE
Public Works Director

DATE: May 16, 2023

SUBJECT: Polytec, Inc. Water Pollution Control Plant Contract Amendment No. 1

REQUEST:

Request to approve the contract amendment No. 1 for Polytec Inc., increasing the amount from \$123,050 to \$149,050; an increase of \$26,000 and authorize the Chairman to sign..

BACKGROUND:

As part of the treatment process, prior to discharge, the Moore County Water Pollution Control Plant (WPCP) must maintain the pH of the water using a slurry of lime. The Moore County WPCP currently has a contract to purchase lime slurry from Polytec, Inc. on an as needed basis.

An Invitation for Formal Bids (IFB) was issued June 1, 2022 for companies to provide lime slurry on an as needed basis to the Moore County Water Pollution Control Plant for use in wastewater treatment. One responsive bid was received on June 19, 2022. The only bid was submitted by Polytec, Inc.

IMPLEMENTATION PLAN:

Award purchase contract amendment of lime slurry to Polytec, Inc.

FINANCIAL IMPACT STATEMENT:

Contract increase of \$26,000 is available in budget line 60040025 53813 (Chemicals).

RECOMMENDATION SUMMARY:

Request to approve the Contract Amendment No. 1 to Polytec Inc., increasing the amount from \$123,050 to \$149,050; an increase of \$26,000 and authorize the Chairman to sign.

SUPPORTING ATTACHMENTS:

Contract amendment

STATE OF NORTH CAROLINA

CONTRACT AMENDMENT NO. 1

COUNTY OF MOORE

This Contract Amendment No. 1 (this "Amendment"), is made this 16th day of May, 2023, between the County of Moore (the "County") and Polytec, Inc. (the "Contractor").

WITNESSETH

WHEREAS, the County and Contractor previously entered into an agreement on June 20, 2022, which was for providing High Air Classified Lime Slurry to Moore County Water Pollution Control Plant (the "Original Agreement"); and

WHEREAS, due to the need for additional services the County and Contractor now desire to amend the Original Agreement to increase the not to exceed amount by \$26,000.00 from \$123,050.00 to \$149,050.00.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. The first sentence of Section 3 of the Original Agreement will be amended to read, "During the term of this Contract, the Contractor will receive from the County a sum not to exceed **\$149,050.00** as full compensation for the provision of services as provided herein."
2. Except as provided for by this Amendment, the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Contract Amendment No. 1 to be executed by their duly authorized officers or agents as of the date first written above.

COUNTY OF MOORE

POLYTEC, INC.

Nick Picerno, Chairman
Board of Commissioners

Jack Harmon, President

ATTEST:

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Certificate Of Completion

Envelope Id: 56577DCA557D4374A97D6A6E1922A1E3

Status: Sent

Subject: Complete with DocuSign: Polytec, Inc. - Amend #1 22-0325a.pdf

Source Envelope:

Document Pages: 1

Signatures: 0

Envelope Originator:

Certificate Pages: 6

Initials: 0

Melinda Hill

AutoNav: Enabled

mhill@moorecountync.gov

Envelopeld Stamping: Enabled

IP Address: 184.2.42.2

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Melinda Hill

Location: DocuSign

4/17/2023 3:07:13 PM

mhill@moorecountync.gov

Signer Events**Signature****Timestamp**

Randy Gould

Completed

Sent: 4/17/2023 3:09:45 PM

rgould@moorecountync.gov

Viewed: 4/17/2023 3:20:05 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 184.2.42.2

Signed: 4/17/2023 3:20:33 PM

Electronic Record and Signature Disclosure:

Accepted: 2/16/2018 12:47:43 PM

ID: c309a3f6-3097-4cf0-a15f-47e34520daff

Jack Harmon

Sent: 4/17/2023 3:20:34 PM

jackharmon@polytecinc.net

PRESIDENT

POLYTEC, INC

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/25/2022 12:59:17 PM

ID: e775ba04-55d8-4f43-adc8-09278f1b2455

Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 2/11/2020 11:10:53 AM

ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9

Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp**

In Person Signing Host:

Laura Williams

clerktoboard@moorecountync.gov

In Person Signer:

Nick Picerno

Security Level: In Person

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Caroline Xiong cxiong@moorecountync.gov Finance Directo Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/11/2020 11:10:53 AM ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9</p>	COPIED	Sent: 4/17/2023 3:09:45 PM
<p>Laura Williams clerktoboard@moorecountync.gov Clerk to the Board County of Moore Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/17/2023 3:09:46 PM
<p>Melinda Hill mhill@moorecountync.gov Law Office Manager Moore County, County Attorney's Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/17/2023 3:09:46 PM
<p>Misty Leland mistyleland@moorecountync.gov County Attorney County of Moore Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/17/2023 3:09:46 PM
<p>Samuel Ring sring@moorecountync.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/17/2023 3:09:46 PM Viewed: 4/18/2023 7:16:52 AM
<p>Terra Vuncannon tvuncannon@moorecountync.gov Purchasing Manager Moore County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/17/2023 3:09:46 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/17/2023 3:09:47 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Carahsoft obo County of Moore - IT Department (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Carahsoft obo County of Moore - IT Department:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cbutts@moorecountync.gov

To advise Carahsoft obo County of Moore - IT Department of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cbutts@moorecountync.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft obo County of Moore - IT Department

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cbutts@moorecountync.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft obo County of Moore - IT Department

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to cbutts@moorecountync.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft obo County of Moore - IT Department as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo County of Moore - IT Department during the course of my relationship with you.

Agenda Item:

Meeting Date: 5/16/23

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy G. Gould, Public Works Director

DATE: May 3, 2023

SUBJECT: Vass Phase 2 Wastewater Collection System Expansion Amendment No. 7 to McGill Associates, P.A.

PRESENTER: Randy G. Gould, PE

REQUEST:

Approve Amendment No. 7 to the agreement with McGill Associates for Professional Service for the Vass Phase 2 Wastewater Collection System Expansion project.

BACKGROUND:

The project has been delayed for many reasons including easement acquisition and multiple rebids. This amendment provides for the increase in engineering costs during the construction and post construction phase, construction field representative services, and additional bid and negotiating phase services for the Construction Contract 3.

IMPLEMENTATION PLAN:

Approve this Amendment No. 7 and proceed with the construction for the project.

FINANCIAL IMPACT STATEMENT:

The price for the Engineering Services is \$36,000 for Construction and Post Construction Engineering Services and \$123,500 for Resident Project Representative services to complete Construction Contract 3 from Account 41141055 55810.

RECOMMENDATION SUMMARY:

Request to make a motion to approve Amendment No. 7 in the amount of \$159,500 to the Agreement with McGill Associates for the Vass Phase 2 Wastewater Collection System Expansion project contingent upon approval by the County Attorney.

SUPPORTING ATTACHMENTS:

Amendment No. 7 for Professional Services with McGill Associates, P.A.

This is **EXHIBIT K**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/6/2018.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 7

The Effective Date of this Amendment is: **May 16, 2023**

Background Data:

Effective Date of Owner-Engineer Agreement: April 6, 2018

Owner: Moore County, North Carolina

Engineer: McGill Associates, P.A.

Project: Vass Phase 2 Wastewater Collection System Expansion

Nature of Amendment:

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications of payment to Engineer
- ☒ Modifications to time(s) for rendering services
- ☒ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Portions of the Agreement are modified as follows:

Exhibit C, Article 2, Section C2.01 Compensation for Additional Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Adjust compensation for Construction and Post Construction services to provide construction phase services for Contract 3 with a construction period of 18 months. An overlap in construction phase services for Contracts 1, 2 and 4 of 9 months is expected to occur. The remaining 9 months of the contract period are in addition current scope of services. Construction and Post Construction Phase Services a lump sum amount of **\$36,000** shall be added to the compensation for these services.

Exhibit C, Article 2, Section C2.04 Compensation for Resident Project Representative Additional Services – Standard Hourly Rates Method of Payment

- A. Adjust compensation for Construction Field Representative services to provide

Construction Field Representative services for Contract 3 with a construction period of 18 months. An overlap in construction phase services for Contracts 1, 2 and 4 of 9 months is expected to occur. The remaining 9 months of the contract period are in addition current scope of services. Increase Resident Project Representative services for 9 months with an estimated 1235 hrs at hourly rate of **\$100 per hour** based on 2023 standard hourly rates. Increase in Estimated Compensation of \$123,500

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: Moore County

ENGINEER: McGill Associates, P.A.

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: David Honeycutt, P.E.

Title: Principal

Date Signed: _____

Agenda Item: VIII.E.
Meeting Date: May 16, 2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Richard Smith – Capital Projects Manager

DATE: May 4, 2023

SUBJECT: AIA Contract Document G802-2017 Amendment #006 – Mosley Architects P.C – Professional Services Agreement

REQUEST: This is a request to review, approve, and execute the attached Contract Amendment #006 with Mosley Architects for the proposed Court House Facility under **the Professional Services Agreement for Parking Lots and Roadways i.e., Connector Road.**

BACKGROUND: Mosley Architects, being the design architect of the court facility, under which part of the **Additional Services** is to provide construction documents for parking lots and roadways, provided mass grading revisions to enable all the dirt to remain on site in lieu of hauling it off site, the cost of which would have exceeded an additional \$150,000.00.

FINANCIAL IMPACT: **“Compensation” for Professional Services** under Article 11 of the AIA Contract will be amended by **\$8,640.00 (eight thousand six hundred forty dollars)** as shown on the attached agreement. Current Contract Amount is \$2,998,825.00, Total New Compensation is \$3,007,465.00. Please be advised that this amount will be deducted from the project contingency, account # 43268055 55807.

IMPLEMENTATION PLAN: Execute the AIA Contract Amendment as stated.

RECOMMENDATION SUMMARY: Request the Board to make a motion to approve the attached AIA Amendment #006 with Mosley Architects P.C. and authorize the Chair to sign the same.

SUPPORTING ATTACHMENTS: AIA Document G802 -2017 Amendment to Professional Services Agreement between Owner and Architect.



AIA[®] Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Moore County Courthouse

AGREEMENT INFORMATION:
Date: September 20, 2018

AMENDMENT INFORMATION:
Amendment Number: 006
Date: October 18, 2022

OWNER: *(name and address)*
Moore County
Post Office Box 905
One Courthouse Square
Carthage, North Carolina 28327
Telephone Number: (910) 947-4636

ARCHITECT: *(name and address)*
Moseley Architects P.C.
11430 North Community House Road
Suite 225
Charlotte, North Carolina 28277
Telephone Number: (704) 540-3755

The Owner and Architect amend the Agreement as follows:

Architect shall provide Additional services to provide Construction Documents for Parking Lots & Roadways. Services shall be as follows:

Connector Road Mass Grading Revisions - provide the following services as part of this task:

1. As requested by the Owner, revise the grading plan to redistribute the excess cut generated from the construction of the proposed Connector Road, with the intent of eliminating the need to haul these soils off-site.
2. To achieve this goal, the north stockpile is to be increased in size, with the area south of the proposed connector road then being used for placement of the remaining soil.
3. The demolition plan to be amended to provide direction to clear the additional stockpile area located south of the proposed connector road.
4. Create a new Erosion Control Plan to support this additional area of land being impacted, including the relocation of the proposed sediment pond, etc.
5. After completing the necessary Financial Responsible Form to capture the additional impact area, signatures were obtained from the owner, and the updated submittal package was forwarded to the NCDEQ for review and approval.
6. After comments were received, revise plans per NCDEQ comments and resubmit as necessary to obtain approval.
7. Once approval is obtained, revised erosion control plans are to be updated to clearly identify plan revisions conducted after bidding. These changes are to be bubbled and identified for Contractor review.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Compensation for Architect's services shall be the lump sum of Eight Thousand, Six Hundred Forty and 00/100 Dollars (\$8,640.00).

Schedule Adjustment:

No time is added to the project schedule for these services.

SIGNATURES:

Moseley Architects P.C.
ARCHITECT *(Firm name)*

Moore County
OWNER *(Firm name)*



SIGNATURE

Daniel R. Mace, AIA
Vice President

PRINTED NAME AND TITLE

May 10, 2023

DATE

SIGNATURE

Wayne Vest
Moore County Manager

PRINTED NAME AND TITLE

DATE

Agenda Item: VIII.F.
Meeting Date: May 16, 2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Richard Smith – Capital Projects Manager

DATE: May 1, 2023

SUBJECT: AIA Contract Document G802-2017 Amendment #007 – Mosley Architects P.C – Professional Services

REQUEST: This is a request to review, approve, and execute the attached Contract Amendment #007 with Mosley Architects for the proposed Court House Facility under **the Professional Services Agreement for Interior Design.**

BACKGROUND: Mosley Architects, being the design architect of the court facility, has been asked to expand their scope of work to; **provide for the design, documentation, procurement assistance and installation off loose furnishings for the Moore County Courthouse and Renovation Project**

FINANCIAL IMPACT: “**Compensation**” for **Professional Services** under Article 11 of the AIA Mosley Contract will be amended by **\$98,924.00 (ninety-eight thousand nine hundred twenty-four dollars)** as shown on the attached agreement. Please be advised that this amount will be deducted from the \$2,500,000.00 dollar FF&E line item already in the budget, leaving \$2,401,076.00 to complete the furnishing of the facility. **The financial impact for this scope of work is \$0.00 to the Court Facility Project Budget.**

IMPLEMENTATION PLAN: Execute the AIA Contract Amendment as stated.

RECOMMENDATION SUMMARY: Request the Board to make a motion to approve the attached AIA Amendment #007 with Mosley Architects P.C. and authorize the Chair to sign the same.

SUPPORTING ATTACHMENTS: AIA Document G802 -2017 Amendment to Professional Services Agreement between Owner and Architect.

6210 Ardrey Kell Road
The Hub at Waverly, Suite 425
Charlotte, NC 28277
P: (704) 540-3755

April 14, 2023

RE: Additional Services Fee Proposal – Interior Design
Moore County New Courthouse and Existing Courthouse Renovation
Project No. 582405
Carthage, North Carolina

Mr. Richard Smith, Capital Projects Manager
Moore County,
One Courthouse Square
Carthage, North Carolina 28327

Dear Mr. Smith:

In accordance with our Agreement dated November 6, 2018, and your request for interior design services we are pleased to provide this proposal for Additional Services.

Moseley Architects proposes to provide Additional Services for the design, documentation, procurement assistance and installation of loose furnishings for the Moore County Courthouse & Renovation Project.

The scope of services to be provided for the loose furnishings package may include the following, depending upon what level of services is selected (see options A, B, and C below).

A. FF&E FULL SERVICE – LONG

Services in this option shall consist of the following:

Schematic Design:

1. Meet with County representatives to discuss furniture requirements and procurement options.
2. Develop preliminary estimated furniture budget.

Design Development:

1. Assemble preliminary new furniture selections for presentation to County representatives.
2. Conduct one meeting with each user group to review preliminary new furniture options and approve new final furniture selections.
3. Modify furniture plans prepared by Moseley Architects as needed to accommodate approved furniture selections.
4. Assemble furniture finishes that coordinate with the building's approved interior finishes and present to the County representatives for review and approval.

5. Conduct one meeting with each user group to review preliminary new furniture finish options and approve new final furniture finish selections.

Contract Documents:

1. Prepare furniture installation drawings with furniture items tagged and coordinated to furniture specifications.
2. Prepare furniture specifications consisting of detailed product specifications tagged to coordinate with furniture installation drawings, space locations for furniture items and quantities required.
3. Prepare final furniture package consisting of furniture installation plans and specifications for delivery to the County representatives for review and approval.

Bidding and Quotation:

1. Once approval is received, work with County representatives to prepare Bid Documents for formal public bid and/or work with furniture vendor(s) to obtain price quotes for owner utilizing approved national and/or state government furniture contracts.
2. Public Bid: Assist the Owner in the distribution of Bid Documents, receipt, and analysis of bids and/or proposals for award of contracts or purchase orders by the Owner.
3. National and State Furniture Contracts: Services shall consist of answering questions, issuing required clarifications, and review of furniture pricing quotes submitted for award of contracts or purchase orders by the Owner. Price quotes shall include contract numbers for each contract utilized.
4. The County will contract directly with furniture vendors for all furniture related items.

Contract Administration:

5. Prepare and coordinate furniture installation schedule with vendor(s) and submit to the County's representatives for approval.
6. Conduct a furniture pre-installation meeting with County representatives and furniture vendor(s) at the appropriate stage of construction, prior to the time for the furniture installation is to begin.
7. Perform a furniture punch once installation has been completed to review final placement of all items and inspect for damage, quantity, assembly, and function. Issue a written punch list to owner and vendors. Moseley Architects will not be on site full time for the full duration of the furniture installation.
8. Conduct one site visit to back-punch furniture once vendors have completed punch list items. Submit final punch lists to the County representatives.

B. FF&E FULL SERVICE – SHORT

Services in this option shall consist of services described in Option A, with the exception of the following services which are excluded from Option B:

1. Design Development Phase - meeting with user groups to finalize furniture selections shall be combined with conceptual meeting to tie down furniture requirements.
2. Bidding and Quotation Phase - excludes services for bid coordination, communications with bidders during the bid, attendance at bid opening, review assistance, and obtaining contract furniture proposals or purchase orders as purchasing shall be achieved through cooperative purchasing agreements.

C. FF&E CONTRACTED DEALER

Services in this option shall consist of services described in Option A, with the exception of the following services which are excluded from Option C as they shall be provided by the contracted furniture dealer:

1. Schematic Design - development of estimated furniture budget
2. Design Development Phase – Assemble furniture options and furniture selection meeting, preparation of an updated furniture budget, ordering of furniture related finishes.
3. All services related to Contract Documents Phase and Bidding and Quotation Phase are removed from Architect's services in Option C.
4. Construction Administration Phase excludes services for installation and scheduling.

Compensation for Services, including all expenses, shall be as follows and in accordance with the Option selected by Owner:

Option A FF&E FULL SERVICE – LONG

Compensation for these services shall be the lump sum of Ninety-Eight Thousand, Nine Hundred Twenty-Four and 00/100 Dollars (\$98,924.00), as follows:

Schematic Design	\$ 5,360.00
Design Development	\$19,296.00
Contract Documents	\$24,656.00
Bidding and Quotation	\$20,904.00
Contract Administration	\$23,584.00
General Administration	<u>\$ 5,124.00</u>
Total	\$98,924.00

Option B FF&E FULL SERVICE – SHORT

Compensation for these services shall be the lump sum of Sixty-Nine Thousand, Seven Hundred Twelve and 00/100 Dollars (\$69,712.00), as follows:

Schematic Design	\$ 2,948.00
Design Development	\$12,328.00
Contract Documents	\$21,976.00
Bidding and Quotation	\$ 5,360.00
Contract Administration	\$21,976.00
General Administration	<u>\$ 5,124.00</u>
Total	\$69,712.00

Option C FF&E CONTRACTED DEALER

Compensation for these services shall be the lump sum of Thirty-Two Thousand, Nine Hundred Ninety-Six and 00/100 Dollars (\$32,996.00), as follows:

Schematic Design	\$ 2,144.00
Design Development	\$ 4,288.00
Contract Documents	\$ 0
Bidding and Quotation	\$ 0
Contract Administration	\$21,440.00
General Administration	<u>\$ 5,124.00</u>
Total	\$32,996.00

April 14, 2023

* see attached spreadsheets, attached as Exhibit A for hourly breakdown by phase.

Except as to provisions of this Additional Services Proposal, all terms and conditions of the Agreement between Owner and Architect remain in full force and effect.

If this proposal is satisfactory, please issue appropriate documentation or sign below indicating selected option, and approval and authorization to proceed. We appreciate this opportunity to be of continued service to Moore County.

Sincerely,

Jason Hopkins, AIA, LEED AP
Vice President

sah/582405

ACCEPTED AND AGREED: MOORE COUNTY, NORTH CAROLINA

PREFERRED OPTION: _____

BY: _____

PRINTED NAME AND TITLE: _____

DATE: _____

Encl: as stated



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Moore County Courthouse

AGREEMENT INFORMATION:
Date: November 6, 2018

AMENDMENT INFORMATION:
Amendment Number: 007
Date: May 1, 2023

OWNER: *(name and address)*
Moore County
Post Office Box 905
One Courthouse Square
Carthage, North Carolina 28327
Telephone Number: (910) 947-4636

ARCHITECT: *(name and address)*
Moseley Architects P.C.
11430 North Community House Road
Suite 225
Charlotte, North Carolina 28277
Telephone Number: (704) 540-3755

The Owner and Architect amend the Agreement as follows:

Architect shall provide Additional Services to provide Interior Design Services as described in Architect's Proposal dated April 14, 2023, attached hereto as Exhibit A.

Owner has chosen Option A -FF&E Full Service - Long.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Compensation for Architect's services shall be the lump sum of Ninety-Eight Thousand, Nine Hundred Twenty-Four and 00/100 Dollars (\$98,924.00), as follows:

Schematic Design:	\$ 5,360.00
Design Development:	\$19,296.00
Contract Documents:	\$24,656.00
Bidding and Quotation:	\$20,904.00
Contract Administration:	\$23,584.00
General Administration:	\$ 5,124.00
Total:	\$98,924.00

Original Contract Amount:	\$7% of construction cost (see Amendment 5 amount below)
Amendment 1:	\$ 17,050.00
Amendment 2:	\$ 25,410.00
Amendment 3:	\$ 79,420.00
Amendment 4:	\$ 58,800.00
Amendment 5:	\$2,998,825.00
Amendment 6:	\$ 8,640.00
Amendment 7:	\$ 98,924.00
New Total Compensation:	\$3,287,069.00

Schedule Adjustment:

No time is added to the project schedule for these services.

SIGNATURES:

Moseley Architects P.C.

ARCHITECT (Firm name)



SIGNATURE

Daniel R. Mace, AIA

Vice President

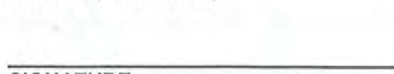
PRINTED NAME AND TITLE

5.3.2023

DATE

Moore County

OWNER (Firm name)



SIGNATURE

Nick Picerno, Chairman

Board of Commissioners

PRINTED NAME AND TITLE



DATE

Agenda Item: Land Swap with Village of Pinehurst
Meeting Date: May 16, 2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest
DATE: May 16, 2023
SUBJECT: Land Swap with Village of Pinehurst
PRESENTER: J. Wayne Vest

AGENDA PLACEMENT: New Business

REQUEST:

Request the Board to consider authorizing County staff to proceed with the necessary steps to complete a land swap with the Village of Pinehurst, and authorize the chairman to sign any necessary documents.

BACKGROUND:

- Moore County owns two parcels with addresses 111 Power Plant Road (Parid 00026002) and 105 Power Plant Road (Parid 00026001), recently appraised at \$335,000
- The Village of Pinehurst owns two parcels on Juniper Lake Road (Parid 00022016 at 44.96 +/- acres and Parid 20170456 at 3.2 +/- acres)
- Parid 00022016 was recently appraised at \$517,000 and Parid 20170456 was recently acquired by Village of Pinehurst for \$66,000 referenced in deed book 5972, page 328
- The County also owns a parcel adjacent to the Village owned properties on Juniper Lake Road
- The Village of Pinehurst also owns land adjacent to the County owned Power Plant Road parcels
- A land swap involving the parcels identified above would be beneficial for both the County and the Village

IMPLEMENTATION PLAN:

Upon authorization by the Board, County and Village of Pinehurst staff will work in concert to take the necessary steps in completing a land swap for the properties identified.

FINANCIAL IMPACT STATEMENT:

The cost to the County for the appraised value differences, plus the cost of the additional 3.2 acres is \$248,000. The funds will be paid from Moore County Public Utilities. Depending on subsequent uses of the acquired parcels, there may be future General Fund transfers to Moore County Public Utilities

RECOMMENDATION SUMMARY:

Request the Board consider a motion authorizing County staff to proceed with the necessary steps to complete a land swap with the Village of Pinehurst, and authorize the chairman to sign any necessary documents.

SUPPORTING ATTACHMENTS:

- Appraisals of County and Village of Pinehurst properties
- Aerial images of County and Village of Pinehurst properties

Village of Pinehurst Parid: 00022016:

Mission Control x Moore County, NC - Web Map x Register of Deeds | County of M x Search Real Estate Index - Moore x +

gis.moorecountync.gov/maps/intranet.htm

Gmail YouTube Maps Moore County County Admin New GIS New Tab Code of Ordinances Charter Email

County Home Page | GIS Home | Mobile | Help

County of Moore
— North Carolina —

Search Results Layers

Results List


Details

- More Info
- Property Record Card
- Soil Report
- Bill Report

Parcel ID:	00022016
PIN:	855300893003
Deed Book:	4483
Deed Page:	510
Neighborhood:	627
Owner's Name:	VILLAGE OF PINEHURST, NC
Owner's Name 2:	
Mailing Address:	365 MAGNOLIA ROAD
Mailing Address 2:	
City:	PINEHURST
State:	NC
Zip:	28374
Township:	06
Description:	LOT 1R
Transaction Date:	4/30/2015
Year Built:	
Tax Acres:	44.99
Building Value:	0
Land Value:	282120
Total Value:	282120
Class:	EX
Stamp Value:	
Tax Jurisdiction:	PH
Valid Sales Date:	
Land Status:	
LRK:	22016

Buffer

Map Scale: 1 inch = 400 feet



Village of Pinehurst Parid: 20170456:

Mission Control x Moore County, NC - Web Map x Register of Deeds | County of M x Search Real Estate Index - Moore x +

gis.moorecountync.gov/maps/intranet.htm

Gmail YouTube Maps Moore County County Admin New GIS New Tab Code of Ordinances Charter Email

County Home Page | GIS Home | Mobile | Help

County of Moore
— North Carolina —

Search Results Layers

Results List

Details

- More Info
- Property Record Card
- Soil Report
- Bill Report

Parcel ID:	20170456
PIN:	855300872742
Deed Book:	4900
Deed Page:	229
Neighborhood:	827
Owner's Name:	SANDSHARKS, INC
Owner's Name 2:	
Mailing Address:	PO BOX 857
Mailing Address 2:	
City:	SOUTHERN PINES
State:	NC
Zip:	28388
Township:	06
Description:	LOT 1
Transaction Date:	11/13/2017
Year Built:	
Tax Acres:	3.2
Building Value:	0
Land Value:	85740
Total Value:	85740
Class:	CV
Stamp Value:	
Tax Jurisdiction:	PH
Valid Sales Date:	
Land Status:	VACANT
LRK:	20170456

Buffer

Map Scale: 1 inch = 400 feet

Road Map Photography

County of Moore
— North Carolina —

Search Results Layers

Results List

Details

- More Info
- Property Record Card
- Soil Report
- Bill Report

Parcel ID:	00028002
PIN:	885200977600
Deed Book:	1556
Deed Page:	98
Neighborhood:	6550
Owner's Name:	MOORE COUNTY
Owner's Name 2:	
Mailing Address:	PO BOX 605
Mailing Address 2:	
City:	CARTHAGE
State:	NC
Zip:	28327-0905
Township:	06
Description:	GROUND STORAGE FACILITIES
Transaction Date:	10/1/1999
Year Built:	
Tax Acres:	1.31
Building Value:	162380
Land Value:	213990
Total Value:	376370
Class:	EX
Stamp Value:	0
Tax Jurisdiction:	PH
Valid Sales Date:	
Land Status:	
LRK:	28002

Map Scale: 1 inch = 100 feet

The map displays an aerial view of a residential area with various streets including Magnolia Rd, Caddell Rd, Power Plant Rd, and Community Rd. Several parcels are labeled with their IDs, such as 00028002, 00028001, 00028003, etc. A blue outline highlights a specific parcel (00028002) which contains two large circular structures, likely storage tanks. The map interface includes standard navigation tools like zoom in/out, pan, and a scale bar.

County of Moore Parid: 00026001 105 Power Plant Road

Mission Control x Moore County, NC - Web Map x Register of Deeds | County of M x Search Real Estate Index - Moore x +

gis.moorecountync.gov/maps/intranet.htm

Gmail YouTube Maps Moore County County Admin New GIS New Tab Code of Ordinances Charter Email

County Home Page | GIS Home | Mobile | Help

County of Moore — North Carolina —

Search Results Layers

Results List

Details

- More Info
- Property Record Card
- Soil Report
- Bill Report

Parcel ID:	00026001
PIN:	85520078548
Deed Book:	1556
Deed Page:	98
Neighborhood:	855
Owner's Name:	MOORE COUNTY
Owner's Name 2:	
Mailing Address:	PO BOX 905
Mailing Address 2:	
City:	CARTHAGE
State:	NC
Zip:	28327-0905
Township:	06
Description:	WELL LOT W 3
Transaction Date:	10/1/1999
Year Built:	
Tax Acres:	0.89
Building Value:	2950
Land Value:	218070
Total Value:	221020
Class:	EX
Stamp Value:	0
Tax Jurisdiction:	PH
Valid Sales Date:	
Land Status:	
LRK:	26001

Buffer

Map Scale: 1 inch = 100 feet

Restricted Appraisal Report

This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it presents no discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraisers are not responsible for unauthorized use of this report.

Clients: Village of Pinehurst
Attn: Jeff Sanborn
395 Magnolia Road
Pinehurst, NC 28374

County of Moore
Attn: Wayne Vest
PO Box 916
Carthage NC 28327

Appraisers: Elizabeth A. Giri & A. Franklin Dean
Village Appraisers, LLC
PO Box 1734
Pinehurst, North Carolina 28370

Subject: 44.96+/- acres on Juniper Lake Road
Parcel ID No. 00022016
Pinehurst, NC 28374

Intent of the Appraisal: To form an opinion of market value for the subject property as defined by the Office of the Controller of the Currency under 12 CFR, Part 34, Subpart C and FIRREA.

Intended User and Intended Use of the Report: The Village of Pinehurst and the County of Moore are the clients and intended users. The intended use is to

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*

establish an opinion of value which will be utilized in the negotiation of a like-kind exchange of real property.

Interest Valued: Fee simple estate

Effective Date of Appraisal: December 30 2022

Date of Appraisal Inspection: December 30, 2022

Date of Appraisal Report: January 16, 2023

Scope of Work: In preparing this appraisal, the appraisers gathered information from the subject's neighborhood for comparable land sales. We confirmed this information with at least one party to the transaction or reliable verification sources; and analyzed the information gathered in the sales comparison approach. Elizabeth A. Giri and A. Franklin Dean made a site visit to the property that is the subject of this report on December 30, 2022.

Items Relevant to the Appraisal:

- The subject property is 44.96 acres, of which approximately 12 acres of the subject property is in a floodplain and approximately 28 acres (including the floodplain area) is identified as freshwater forested shrub wetlands.
- The subject is also in a WS-III BW watershed. Per the Village of Pinehurst Zoning Ordinance, "Single Family Residential development shall not exceed two (2) dwelling units per acre or twenty-four percent (24%) built-upon area on a project-by-project basis." This would limit the area to be developed as 11.56 acres.
- In addition to the aforementioned restrictions, there are the following restrictions with regards to stream buffers:

8.3.3.7 Stream Buffers

Restricted Appraisal Report: Intended for client use only; may be misleading to any other users. **2**

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*

- (A) In all developments under this Section, a stream buffer of minimum width of one hundred (100) feet is hereby established along all perennial waters indicated on the most recent versions of U.S. Geologic Survey 1:24,000 (7.5 minute) scale topographic maps or as determined by local government studies located within the Watershed Protection Districts. The width of each stream buffer, measured perpendicular to the banks of the stream, shall be equal to one hundred (100) feet on each side of the stream;
- (B) No land-disturbing activities shall take place within any stream buffer, except for required streets and associated facilities, utility mains and easements, greenways and pedestrian paths. Where no practicable alternative exists, roads and golf courses may cross a buffer, provided that they do not cross at a horizontal angle of less than 60 degrees. Nothing in this Section shall be construed to prevent desirable artificial stream banks shoreline stabilization;
- (C) Stream buffers shall be shown on all site plans and subdivision plats approved within the Watershed Protection District
- The subject property surrounds the Moore County Public Utilities Maintenance Yard.
 - Based on the 2017 subdivision of the parent parcel and the area of wetlands in proportion to the remainder the highest and best use for the subject property is no longer residential subdivision, but as a large acreage home site.
 - This appraisal is based on the following extraordinary assumptions: 1) the zoning can be changed from PC, Public Conservation to R210, Residential zoning with a five-acre minimum required site size or R30, Residential zoning with a 30,000-sq. ft. minimum required; 2) the amount of freshwater forested shrub wetlands is approximately 28 acres; (a wetlands delineation is highly recommended); and 3) that there are no red-cockaded woodpecker nesting cavities on the site. The use of these extraordinary assumptions may have affected the assignment results. The appraisal is not subject to any hypothetical conditions.

The sales comparison approach is the only applicable approach to form an opinion of market value for the subject property, by analysis of similar vacant tracts in

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*

comparison to the subject parcel. The cost approach is not developed because there are no improvements on the property. The income capitalization approach is not developed because this property type is not typically leased.

This Restricted Appraisal Report sets forth only the appraisers' conclusions. Supporting documentation is retained in the appraisers' file.

We have not performed appraisal services on this property within the three years prior to accepting this assignment however we performed an appraisal of the parent parcel in 2016 for the Village of Pinehurst.

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*

Real Estate Appraised:

Address: 44.96 acres on Juniper Lake Road, Pinehurst, NC,

Parcel ID: 00022016

Property Type/Use: Vacant land

Tax Data: The subject property is currently not subject to real property taxes because it is owned by a municipality. If it was to be purchased by an entity other than a municipality the 2022 real property taxes were \$1,382.95 based on an assessed value of \$162,030. (\$0.835 per \$100 of the assessed value)

Zoning: PC, Public Conservation.

Although the Pinehurst Village Council voted to de-annex the subject property in June of 2015, the de-annexation has not happened as of the effective date.

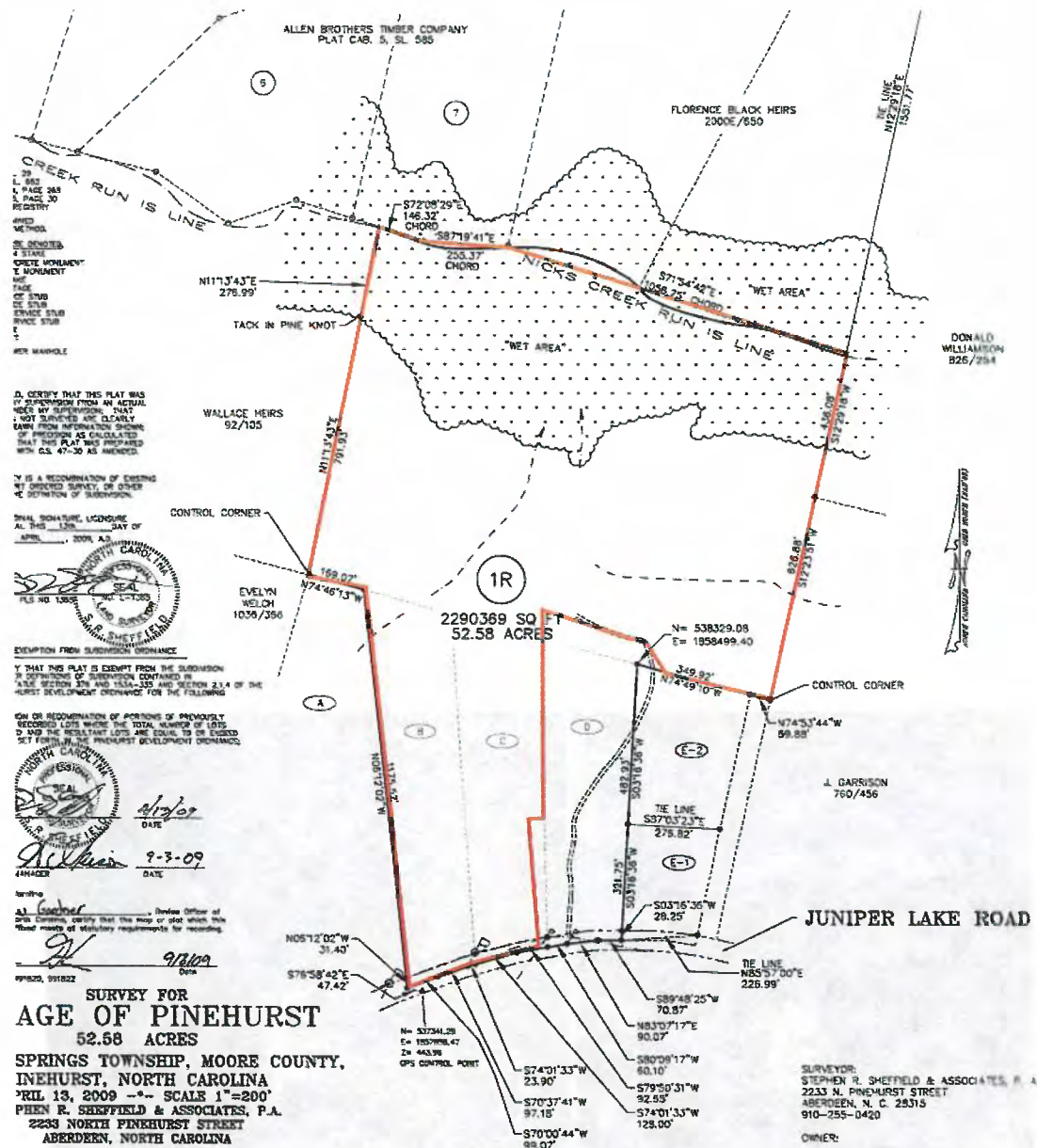
While residential zoning is less permissible on the variety of uses, it allows several of the same uses as Public Conservation, but also allows single-family residential development. R-210 zoning requires five acres per lot and R30 zoning requires 30,000-sq. ft. per lot.

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*

Land: The site description is based on a site visit by the appraisers, the recorded plat, and property data from the Moore County tax records. The aerial tax map is shown below and the recorded plat is on the following page.



*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*



Plat Cabinet 14:761with approximate site area outlined in red

Location: Juniper Lake Road, less than half a mile east of its intersection with Murdocksville Road, Pinehurst, NC

Site Size: 44.96 acres

Restricted Appraisal Report: Intended for client use only; may be misleading to any other users. 7

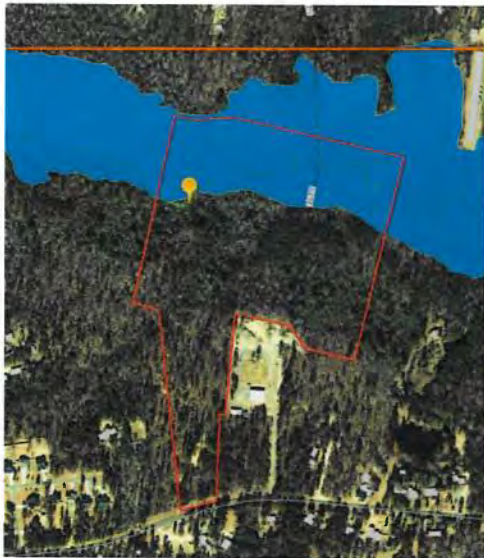
*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*

Shape: Irregular, but not adverse

Road Frontage: 661.74' on Juniper Lake Road

Topography: Generally level to gently and strongly sloping

Flood Plain/Drainage: Per FIRM Map 37108542000J dated October 17, 2006; approximately 12 acres is in a floodplain and approximately 28 acres (including the floodplain area) is identified as freshwater forested shrub wetlands. Maps indicating the floodplain area and wetlands are shown below.



Flood Risk Information System map



US Fish & Wildlife Wetlands Map

Soil Types: 15% CaB; Candor Sand, Candor sand with 0 to 4% slopes, nearly level and gently sloping, somewhat excessively drained soil on Coastal Plain uplands; mainly used as

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*

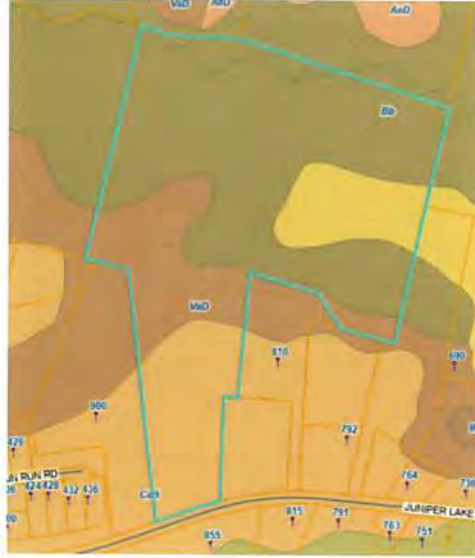
woodlands with the rest used for cropland, pasture, subdivision or golf courses

58% Bb: Bibb loam soil, 0 to 2% slopes, nearly level, poorly drained soil on flood plains on the Coastal Plain; moderate permeability and high water capacity; this soil is frequently flooded; most of the acreage is used as woodland and the rest is used as pasture. The wetness and the flooding are the major limitations affecting septic tank absorption fields, dwellings with or without basements, and local roads and streets. Because it is on flood plains, this soil should not be used as a site for dwellings.

10% GhB: Gilead loamy sand, 2% to 8% slopes, gently sloping, moderately well drained soil on smooth ridges and side slopes along drainage ways on Coastal Plain uplands

17% VaD: Vacluse-Urban land complex, 8% to 15% slopes; strongly sloping, well drained Vacluse soil intermingled with areas of Urban land; used for building sites, lawns, golf courses, bridle paths and recreational purposes

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*



Easements/Encroachments:

Normal street and utility easements

Utilities:

Water, electricity and telephone



Taken from Juniper Lake Road, facing north

Restricted Appraisal Report: Intended for client use only; may be misleading to any other users. 10

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*



Interior view



Adjacent maintenance facility



Juniper Lake Road facing east and west, respectively

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*

Marketability:

1. Has property changed ownership or been actively marketed during the three years prior to the effective date? No. The subject property was most recently transferred from Village of Pinehurst, NC to Village of Pinehurst, NC on April 30, 2015. This transfer was recorded by general warranty deed in Book 4483, Page 510 of the Moore County Registry. This was not an arm's-length transaction because the purpose of the transfer to combine two parcels as a single parcel. The individual transactions for those parcels are shown below.

The majority of the subject property was transferred from Michael J. Newman to Village of Pinehurst by Deed of Gift on March 8, 2007. This transaction is recorded in Deed Book 3189, Page 268 of the Moore County Registry. Mr. Newman purchased the property the same day from Thomas Y. Dotson. This transaction is recorded in Deed Book 3189, Page 266 of the Moore County Registry. Tax excise stamps indicate a sale price of \$554,000, or \$13,502 per acre. We did not verify if this was an arm's-length transaction.

The remaining property identified in the deed as Lots B & C Juniper Hills, were transferred from Thomas Y. Dotson to the Village of Pinehurst on March 30, 2009. This transaction was recorded in Deed Book 3545, Page 30 of the Moore County Registry. Tax excise stamps indicate a purchase price of \$200,000 or \$17,316 per acre.

There have been no transfers or listings of the subject property in the three years preceding the effective date of the appraisal. Copies of the aforementioned deeds are included in the addenda.

2. What percentage "built-up" is the area where the property is located? The subject property is located on Juniper Lake Road, east of its intersection with Murdocksville

Restricted Appraisal Report: Intended for client use only; may be misleading to any other users. **12**

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*

Road and west of its intersection with US Highway 15-501. The surrounding improvements are a heterogeneous mix of manufactured and stick built homes ranging in maintenance levels from fair to good. The Juniper Ridge subdivision is adjacent the most northwestern boundary of the subject property. There have also been four duplexes recently constructed at the aforementioned intersection. Village Acres is a residential subdivision, less than a mile to the southeast, accessed by US Highway 15-501 and NC Highway 211. The age of homes vary from 1975 to new construction. Pinehurst Golf Course Number 8 is less than a mile to the south, and the Village of Pinehurst is approximately 1 mile to the south. Service and support facilities can be found there. The surrounding area is approximately 85% built up.

3. What are predominant land values in the immediate area of the property? The most recent vacant land sales in the subject market and competing areas are included in the sales comparison approach.
4. What competitive advantages or disadvantages does the subject have?

Advantages: The location is proximate to Pinehurst. Because of the ownership is a municipality, a rezoning request for residential development is reasonable.

Disadvantages: Approximately 12 acres is in a floodplain and approximately 28 acres (including the floodplain area) is identified as freshwater forested shrub wetlands. 58% of the subject property at the rear of the site is Bibb loam soil; frequently flooded and not suitable for development.

SUMMARY OF MARKET INFORMATION:

Highest and best use as though vacant: Large acreage homesite development. The most likely buyer is an owner-occupant. The timing is for immediate development.

Restricted Appraisal Report: Intended for client use only; may be misleading to any other users. 13

Sales Comparison Approach

While all approaches to value are market oriented with respect to information utilized, the sales comparison approach involves the direct comparison of the subject property to other similar properties that have recently sold. The principles of supply and demand, substitution, balance, and externalities are basic to this approach.

In the sales comparison approach, the subject property is compared to properties that have sold recently. Ideally, the comparable sales are identical to the subject property with respect to physical and site characteristics, and are located in the subject neighborhood. However, this is rarely the case. Comparable sales are adjusted to the subject in all value-influencing aspects in order to determine a market value for the subject property. These adjustments are market oriented, which implies that the adjustments are based on typical purchaser and seller reactions to items of difference. Paired sales analysis involves the comparison of properties that have sold where the difference in sale price can be isolated to one item of dissimilarity.

These are the most recent, similar sales in the subject market area.

We are currently converting our sales data to a new system. Please excuse the different formats as we make this change.

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*

1155 Longleaf Drive NW

Comparable 1

Sale Information

Buyer	William Michael Gray and wife, Michelle Baer Gray	
Seller	Chriscoe/Chaffin/Robinson/Chaffin	
Sale Date	7/26/2022	
Transaction Status	Recorded	
Sale Price	\$620,000	\$0.39 /SF Land
Recording Number	5887-161, 165, 168, & 170	
Rights Transferred	Fee Simple	
Financing	Cash to sellers	

Property

Land Area	36.478 Acres (1,588,982 SF)
Number of Parcels	4
Zoning	RA-2 by Moore County and R-8 by Pinehurst
Shape	Irregular
Topography	Rolling
Proposed Land Use	Large acreage homesite
Off-Site Improvements	Public, paved streets
Utilities	WSET
Frontage	102' Longleaf Drive NW
Flood Zones	Zone X (Unshaded)



1155 Longleaf Drive NW
Pinehurst, NC 28374

County
Moore

APN
00018014, 00016272,
10002199, 00026112



Confirmation

Name	Billy Gray, Grantee
Company	Southern Landscape Group

Remarks

Grantee is going to build a barndominium. The purchase took place in four transactions on the same day. The transaction recorded on Page 161 was 15.000 acres from Lloyd H. Chriscoe, Jr. and wife Patricia R. Chriscoe. The transaction recorded on Page 165 was 10.672 acres from Patricia Robinson Chaffin and husband, Timothy Chaffin. The transaction recorded on Page 168 was 10.638 acres from Gregg F. Robinson and wife, Lisa C. Robinson. These three parcels were accessed via an easement. The transaction recorded on Page 170 was a 0.278-acre lot in Village Acres fronting on Longleaf Drive NW. The lot was purchased for access and public water/sewer availability. The combined purchase was for a large acreage homesite.

Billy purchased tax parcel 00023800 on August 10, 2022. It is adjacent to the most northern corner of the combined property for \$30,000. The 6.08-acre tract was nearly entirely in a flood plain and is forested shrub wetlands. The sale price per acre was \$4,934 or 29% of the combined purchase of \$16,945 per acre.

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*

1020 Chicken Plant Road

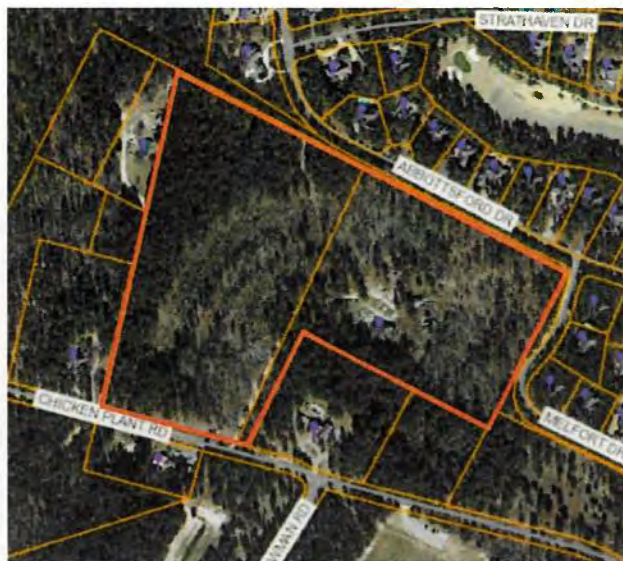
Comparable 2

Sale Information

Buyer	McKee Homes, LLC	
Seller	Waxhaw Ridge Development, LLC	
Sale Date	2/1/2022	
Transaction Status	Recorded	
Sale Price	\$675,000	\$0.48 /SF Land
Recording Number	5789:569	
Rights Transferred	Fee Simple	
Financing	Cash to seller	
Conditions of Sale	Arm's-length	

Property

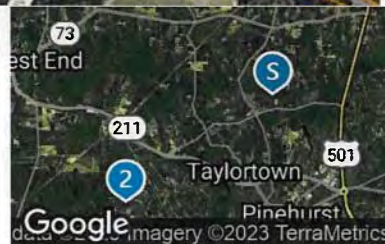
Land Area	32.54 Acres (1,417,442 SF)
Number of Parcels	2
Zoning	R210
Shape	Irregular
Topography	Rolling
Utilities	Water, electricity and telephone



1020 Chicken Plant Road
Pinehurst, NC 28374

County
Moore

APN
24540, 00017089



Confirmation

Name Michael Rokoski, Grantor

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*

395 Doubs Chapel Road

Comparable 3

Sale Information

Buyer	Dex, LLC
Seller	Cynthia C. Secura Et al
Sale Date	6/22/2022
Transaction Status	Recorded
Sale Price	\$230,000 \$0.36 /SF Land
Recording Number	5871:67
Rights Transferred	Fee Simple
Financing	Cash to seller
Conditions of Sale	Arm's-length



Property

Land Area	14.86 Acres (647,302 SF)
Number of Parcels	1
Zoning	RA-40 & R-MH
Topography	Level
Utilities	Water, electricity & telephone

Doubs Chapel Road
Carthage, NC 27376

County
Moore

APN
30291



Remarks

This parcel sold three months prior for \$125,000.
The adjacent 12.65-acre parcel sold in March of 2021 for \$72,500 or \$5,731 per acre. It has no direct road frontage.
Adjacent 14.86 acres sold 6/2022 for \$230K

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*

**West Pinehurst Community Park
assemblage**

Comparable 4

Sale Information

Buyer	Village of Pinehurst
Seller	William L. Del Gais
Sale Date	12/21/2020
Transaction Status	Recorded
Sale Price	\$174,000 \$0.52 /SF Land
Recording Number	5498:475
Rights Transferred	Fee Simple
Financing	Cash to seller
Conditions of Sale	Arm's-length

Property

Land Area	7.62 Acres (331,927 SF)
Number of Parcels	1
Zoning	R30
Topography	Level
Utilities	ET



285 Bowman Road
Pinehurst, NC

County
Moore

No map available

APN
20030102

Confirmation

Name Jeff Batten,; Site visit
MLS 200969

Remarks

Sandhills Sentinel 11-18-2021: During the Nov. 9 Pinehurst Village Council meeting, the council approved the Site Master Plan for the 74-acre West Pinehurst Community Park. The Site Master Plan provides suggested additional recreational amenities for the public. Future planned amenities include a dog park, playground, walking trails, athletic fields, picnic shelters, and associated parking. West Pinehurst Community Park is located 1.4 miles off Linden Road at 861 Chicken Plant Rd. The 74-acre property is home to the villages 18-hole disc golf course. The remaining area includes a small pond, open space, natural vegetation, and rolling hills with the potential to offer a variety of passive and active recreation.

<https://www.vopnc.org/home/showdocument?id=12935&t=637726561960225060> - saved in Google Drive - Village of Pinehurst. During the 2019 long-range planning process Envision the Village, residents expressed the need for a new sports and recreation facility to accommodate the athletic needs of the community. The parks and recreation department used this public feedback to launch the site master planning process. Decisions on funding development of the park will be considered alongside other departmental needs as part of the Village's annual Strategic Operating Plan process. See Pilot article 9-22-2021 Village Debates Vision for Future Park Use Pilot referenced cost of \$182,000 email

Restricted Appraisal Report: Intended for client use only; may be misleading to any other users. **18**

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*

to Jeff Batton on 9-26-21 I read in the Pilot that the VOP paid \$182,000 for the 7.62 acres on Bowman Road, but the deed reference from December 2020 indicates \$174,000 which he said were "survey, title search and attorney fees".

**Adjacent Pinewild and across
from Pinehurst Park**

Comparable 5

Sale Information

Buyer	Ford Associates NC, LLC	
Seller	Wayne B. Lucas and Louise H. Lucas	
Sale Date	7/19/2022	
Transaction Status	Recorded	
Sale Price	\$225,000	\$0.49 /SF Land
Recording Number	5887-430	
Rights Transferred	Fee Simple	
Financing	Cash to seller	
Conditions of Sale	Arm's-length	
Marketing Time	201 days	

Property

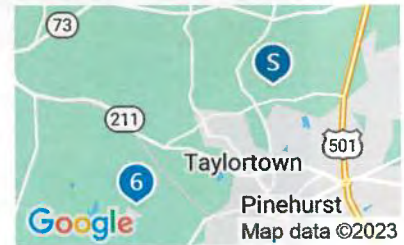
Land Area	10.65 Acres (463,914 SF)
Number of Parcels	1
Zoning	R30
Shape	Irregular
Topography	Rolling
Utilities	None
Floodplain/Wetlands	Approximately 1.75 acres of wetlands



860 (3) Chicken Plant Rd
Aberdeen, NC 28315

County
Moore

APN
20010407



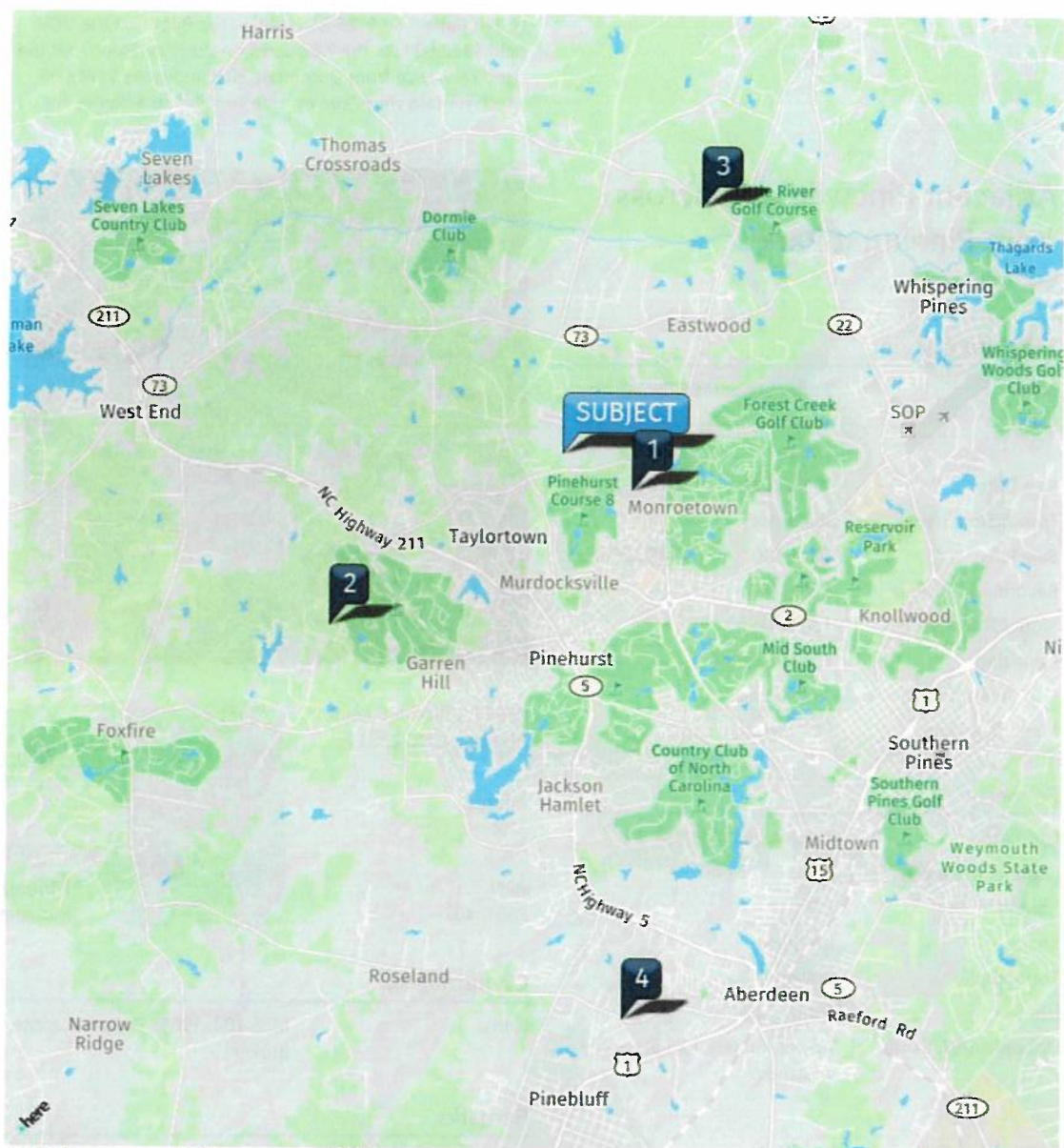
Confirmation

Name	MLS 100319085 & Cathy Larose, Broker
------	---

Remarks

This is Tract 3 of a parent parcel.
Tract 2 is 4.47 acres that sold for \$160,000 or \$35,794 per acre on 8/20/2021.
Tract 1 is 4.43 acres that sold for \$150,000 or \$33,860 per acre on 7/28/2021.

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*



COMPARABLE	LABEL	ADDRESS	MILES FROM SUBJECT
COMPARABLE 1	1	1155 Longleaf Drive NW, Pinehurst, NC, 28374	1.0
COMPARABLE 2	2	1020 Chicken Plant Road, Pinehurst, NC, 28374	3.6
COMPARABLE 3	3	Doubs Chapel Road, Carthage, NC, 27376	3.5
COMPARABLE 4	4	Roseland & Park Road, Aberdeen, NC, 28315	7.1
COMPARABLE 5	5	285 Bowman Road, Pinehurst, NC, -	
COMPARABLE 6	6	860 (3) Chicken Plant Rd, Aberdeen, NC, 28315	3.6

Fix with Sale 5

Restricted Appraisal Report: Intended for client use only; may be misleading to any 20 other users.

*An Appraisal of the 44.96 acres on Juniper Lake Road
Pinehurst, NC 28374*

LAND SALES COMPARISON TABLE						
SUBJECT	COMP 1	COMP 2	COMP 3	COMP 4	COMP 5	
Address	Juniper Lake Road	1155 Longleaf Drive NW	1020 Chicken Plant Road	Doubs Chapel Road	285 Bowman Road	860 (3) Chicken Plant Rd
City	Pinehurst	Pinehurst	Pinehurst	Carthage	Pinehurst	Aberdeen
State	NC	NC	NC	NC	NC	NC
Zip	28374	28374	28374	27376	-	28315
County	Moore	Moore	Moore	Moore	Moore	Moore
Submarket	-	-	-	-	-	-
Parcel	22016	00018014, 00016272, 10002199, 00026112	24540, 00017089	30291	20030102	20010407
SALE INFORMATION						
Transaction Price	\$620,000	\$675,000	\$230,000	\$174,000	\$225,000	
Transaction Price \$/Acres	\$16,997	\$20,744	\$15,478	\$22,835	\$21,127	
Property Rights ¹	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	
Financing ²	Cash to sellers	Cash to seller	Cash to seller	Cash to seller	Cash to seller	
Sale Conditions ³	-	Arm's-length	Arm's-length	Arm's-length	Arm's-length	
Expenditures After Sale ⁴	-	-	-	-	-	
Market Conditions ⁵	7/26/2022 4%	2/1/2022 9%	6/22/2022 5%	12/21/2020 20%	7/19/2022 4%	
Total Transactional Adjustments	\$685 4%	\$1,830 9%	\$768 5%	\$4,561 20%	\$891 4%	
Adjusted \$/Acres	\$17,682	\$22,574	\$16,246	\$27,396	\$22,018	
PHYSICAL INFORMATION						
Acres	44.9600	36.4780 (5%)	32.5400 (5%)	14.8600 (15%)	7.6200 (15%)	10.6500 (20%)
Location	Above average	Above average	Above average	Average 10%	Average 5%	Above average
Access	Average	Average	Average	Average	Average	Average
Shape	Irregular	Irregular	Irregular	Irregular	Irregular	Generally square
Zoning	PD/R210	County and R-8	R210	RA-40 & R-MH	R30	R30
Topography	Gently sloping	Rolling	Gently sloping	Gently sloping	Level to sloping	Rolling
Utilities	Water, no sewer	Water & sewer (10%)	Water, no sewer	Water, no sewer	None 15%	None 15%
Flplain/Wetland	58% wetlands	5% wetlands (37%)	None (40%)	None (40%)	None (40%)	16% wetlands (30%)
Total Physical Adjustments	(\$9,195) (52%)	(\$10,158) (45%)	(\$7,311) (45%)	(\$9,589) (35%)	(\$7,706) (35%)	
Adjusted \$/Acres	\$8,487	\$12,416	\$8,935	\$17,807	\$14,312	

Date of sale adjustments are based on a 10% annual appreciation observed in the market. Each of the sales are smaller in comparison to the subject, Sales 1 and 2 only slightly so. Sales 3 and 4 have slightly inferior locations, less proximate to areas of support services. No adjustments are warranted for shape, zoning or topography. The subject property has a significant amount of wetlands, and more than Sales 1 and 5. Sales 2-4 have none. Based on the analysis above, our opinion of market value for the subject property is \$11,500 per acre (44.96 acres) or \$517,000, rounded.

Restricted Appraisal

This is a Restricted Appraisal which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal. As such, it presents no discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraisers are not responsible for unauthorized use of this report.

Client: Village of Pinehurst
Attn: Jeff Sanborn
395 Magnolia Road
Pinehurst, NC 28374

County of Moore
Attn: Wayne Vest
PO Box 916
Carthage NC 28327

Appraisers: Elizabeth A. Giri & A. Franklin Dean, MAI
Village Appraisers, LLC
Post Office Box 1734
Pinehurst, NC 28370

Subject: 105 & 111 Power Plant Road
Pinehurst, NC 28374

Intent of the Appraisal: To form an opinion of market value for the subject property as defined by the Office of the Controller of the Currency under 12 CFR, Part 34, Subpart C.

Intended User and Intended Use of the Report: The Village of Pinehurst and the County of Moore are the clients and intended users. The intended use is to establish an opinion of value which will be utilized in the negotiation of a like-kind exchange of real property.

Interest Valued: Fee simple estate

Effective Date of Appraisal: December 30, 2022

Date of Appraisal Inspection: December 30, 2022

Date of Revised Appraisal Report: April 24, 2023

Scope of Work: In preparing this appraisal, the appraisers gathered information from the subject's neighborhood for comparable land sales. We confirmed this information with at least one party to the transaction or reliable verification sources; and analyzed the information gathered in the sales comparison approach. The cost approach and income capitalization approaches are not applicable in forming an opinion of market value for the subject property. A. Franklin Dean and Elizabeth A. Giri made a site visit to the property that is the subject of this report on December 30, 2022.

This Restricted Use Appraisal sets forth only the appraisers' conclusions. Supporting documentation is retained in the appraisers' file. We have performed appraisal services on this property within the past three years, specifically for the County of Moore in January of 2020.

Items Relevant to the Appraisal:

- This is a revision of the appraisal dated January 17, 2023, to correct the combined site size of the subject property from 2.20 acres to 1.58 acres.
- The property is comprised of two parcels and is improved with two concrete water tanks and a concrete block shop building. Per the client, these improvements are obsolete.
- One of the estimates provided by the County of Moore for the demolition and removal of the structures was \$468,890.
- The estimate provided by the County of Moore for the demolition and removal of the structures dated January 23, 2020 by Prime Demolition is \$148,500.
- The estimate provided by the County of Moore for the demolition and removal of the structures dated March 2, 2020 by D.H. Griffin is \$200,000.
- A portion of the site is used by the adjacent Pinehurst Brewery for parking. There is no lease agreement or lease amount paid by the Brewery for the parking area. There is an indemnification agreement with Pinehurst on behalf of the Brewery.
- The property that provides access via Power Plant Road is owned by the Village of Pinehurst and was most recently combined with the "Public Works" parcel in July of 2017.
- The subject is also adjacent to the Century Link Telephone property, Village of Pinehurst Public Works, and the former Village of Pinehurst Fire Department lands. This area is in transition from a historical service area to expanding commercial uses identified as the Rattlesnake Trail area in the Village Place Area. The subject property is on the perimeter of this area as shown in the current and proposed scenarios included in the addenda.

Summary of Salient Facts

Property Owner:	County of Moore
Parcel ID:	00026001 and 00026002
Location:	105 & 111 Power Plant Road Pinehurst, NC 28374
Property Rights Appraised:	Fee simple estate
Site Area:	105 Power Plant Road – 0.31-acre 111 Power Plant Road – <u>1.27 acres</u> Combined site size: 1.58 acres
Zoning:	VMU, Village Mixed Use, by the Village of Pinehurst
Easements and/or Encroachments:	Sewer easement bisects the easternmost corner according to the recorded plat in Deed Book 17, Page 200.
Flood Hazard Zone:	None, per FIRM Map 3710854200J, dated October 17, 2006
Extraordinary Assumptions:	1) That the subject has legal access from Power Plant Road, and 2) that the removal costs of \$250,000 are reasonable.
Hypothetical Conditions:	None
Highest and Best Use:	Develop with commercial improvements
Exposure Time & Marketing Period:	Six to twelve months, each
Opinion of Market Value:	\$318,000

****Use of the extraordinary assumptions may have affected the results of this assignment.***

SUBJECT PHOTOGRAPHS



Subject improvements taken facing south



Aerial GIS

Sale History: The most recent transfer of the subject property was from Moore Water and Sewer Authority to Moore County, North Carolina on October 1, 1999. This transaction was recorded in Deed Book 1556, Page 98 of the Moore County Register of Deeds. No tax excise stamps are indicated.

Highest and best use: Develop with commercial improvements. The most likely buyer is an owner-occupant, or an investor and the timing is for development in the next one to two years.

Sales Comparison Approach

The sales comparison approach to value is an applicable approach to value for the subject property given its highest and best use. This approach involves the direct comparison of the subject to other similar properties that have recently sold. The principles of supply and demand, substitution, balance, and externalities are basic to this approach.

Ideally, the comparable sales are identical to the subject property with respect to site characteristics and are located in the subject and competing neighborhoods. Comparable sales are adjusted to the subject in all value-influencing aspects in order to determine a market value for the subject property. These adjustments are market oriented, which implies that the adjustments are based on typical purchaser and seller reactions to items of difference. Paired sales analysis involves the comparison of properties that have sold where the difference in sale price can be isolated to one item of dissimilarity.

The following sales are the most recent, similar sales in the subject market.

An Appraisal of 105 & 111 Power Plant Road, Pinehurst, NC 28374

Atlas Inspections

Comparable 1

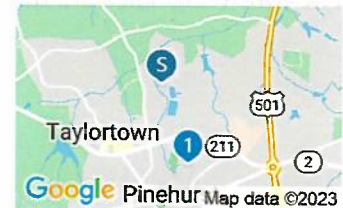
Sale Information

Buyer	Atlas Inspections, LLC
Seller	Bradford Village, LLC
Sale Date	8/12/2021
Transaction Status	Recorded
Sale Price	\$128,000
Recording Number	5679-209
Rights Transferred	Fee Simple
Financing	Cash to seller
Conditions of Sale	Arm's-length



Property

Number of Parcels	1	24 Rattlesnake Trail Pinehurst, NC 28374
Zoning	NC	
Topography	Level	County Moore
Utilities	WSET	
		APN 00021712



This property has been redeveloped with an owner-occupied building inspector's office. The improvements were given no consideration in the sale. Any contributory value was offset by the cost to remove them.

An Appraisal of 105 & 111 Power Plant Road, Pinehurst, NC 28374

Greens at Pinehurst

Comparable 2

Sale Information

Buyer	490 Broad, LLC
Seller	Moore Investment Group, LLC
Sale Date	7/29/2022
Transaction Status	Recorded
Sale Price	\$900,000 \$7.28 /SF Land
Recording Number	5889:279
Rights Transferred	Fee Simple
Financing	Cash to seller; DOT to First Citizens for \$265K
Conditions of Sale	1031 exchange; Arm's-length

Property

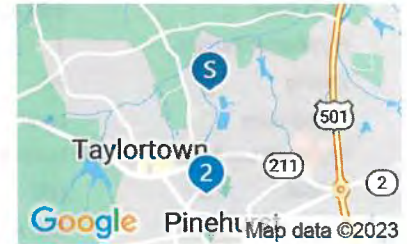
Land Area	2.84 Acres (123,710 SF)
Number of Parcels	1
Zoning	VMU-CD
Topography	Level
Utilities	All public

205 McCaskill Road East
Pinehurst, NC 28374

County
Moore

Submarket
Junction of Rattlesnake Trail &
McCaskill Road

APN
25962



Confirmation

Name	Lisa Cox, Controller of Pinehurst Medical Clinic; Legal Notice in Pilot 9:16 & 9:23
Company	Dave Crisafulli, Grantee
Phone Number	George Manley, Broker

Remarks

The grantees plan to develop the site with Phase II of the Greens at Arboretum. This property was under contract to Pinehurst Medical Clinic on 12-1-2018 for \$900,000. See below. A public hearing was held October 4, 2018 to change the zoning of the property to NC-CD (Neighborhood Commercial-Conditional District) for the proposed use of a mixed-use commercial building. The buyer intended to build a 32,400-SF two-story building called the Greens at Pinehurst. Per 12-16-18 Pilot "Before the project could proceed, the village to rezone the land, since medical offices are not among the uses allowed under the current VMU zoning. At the council's public hearing Nov. 13, rezoning opponents argued that the site was not an appropriate location for a large medical office building,

An Appraisal of 105 & 111 Power Plant Road, Pinehurst, NC 28374

3141 Airport Road

Comparable 3

Sale Information

Buyer	Southern Pines Ace Land Company, LLC	
Seller	Betsy Frye Short, et al.	
Sale Date	11/22/2021	
Transaction Status	Recorded	
Sale Price	\$1,950,000	\$4.67 /SF Land
Recording Number	5749:375	
Rights Transferred	Fee Simple	
Financing	Cash to seller	
Conditions of Sale	Arm's-length	



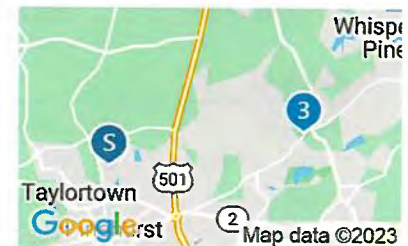
Property

Land Area	9.59 Acres (417,740 SF)
Number of Parcels	1
Zoning	PD
Topography	Level
Proposed Land Use	Development with Ace Hardware
Utilities	WET
Frontage	152' Airport Road

3141 Airport Road
Southern Pines, NC 28387

County
Moore

APN
36603



Confirmation

Name Prior appraisal 21359

Remarks

BJ 4-19-2022: "Ace Hardware is expanding in Moore County, and other development could be coming to the site too. The hardware store recently received approval from the Southern Pines Town Council to build a new 53,000-square-foot store next to its current store at 215 Capital Drive. The land sits just south of Moore County Airport near the intersection of Airport Road and N.C. Highway 22. The property owner, Randy Saunders, told the Southern Pines Town Council that the current Ace Hardware, which is about 20,000 square feet, is too small for the needs of the business. Saunders said the plan is to vacate the current building on Capital Drive and relocate to the new, larger store once construction is complete. He said a new tenant for the current Ace Hardware is not lined up yet. The new Ace Hardware store is planned for phase one of development of the site, with phases two and three allowing for additional development that could include a mixture of office, retail or restaurant space, according to application materials submitted to the town."

An Appraisal of 105 & 111 Power Plant Road, Pinehurst, NC 28374

American Whiskey Distillery

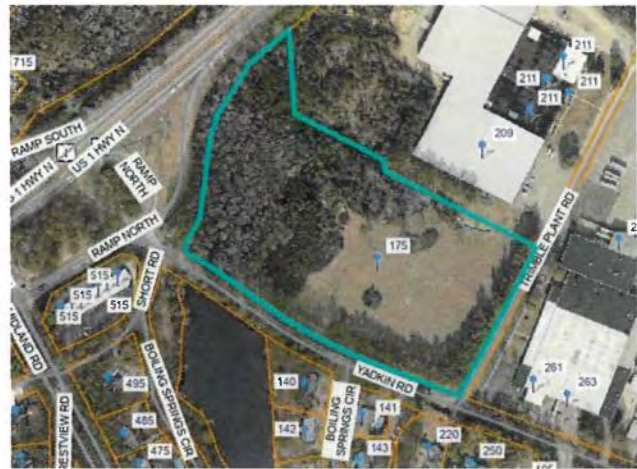
Comparable 4

Sale Information

Buyer	Rickhouse Properties, LLC	
Seller	Southern Pines Gaines LRK #36849, LLC	
Sale Date	11/23/2020	
Transaction Status	Recorded	
Sale Price	\$370,000	\$2.12 /SF Land
Analysis Price	\$400,000	\$2.30 /SF Land
Recording Number	5475:429	
Rights Transferred	Fee Simple	
Financing	Cash to seller	
Conditions of Sale	Arm's-length	

Property

Land Area	4 Acres (174,240 SF)
Number of Parcels	1
Zoning	I
Topography	Level to Sloping
Utilities	WSGET
Flood Zones	No Flood Zones, Zone B

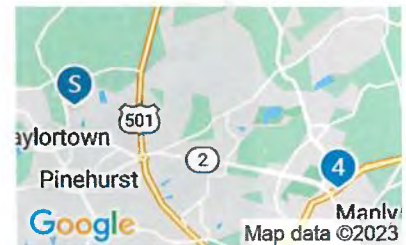


175 Yadkin Road
Southern Pines, NC 28387

County
Moore

Submarket
At junction with Pride Trimble Road

APN
36849



Confirmation

Name Prior appraisal 22109; Holly Bell, Broker

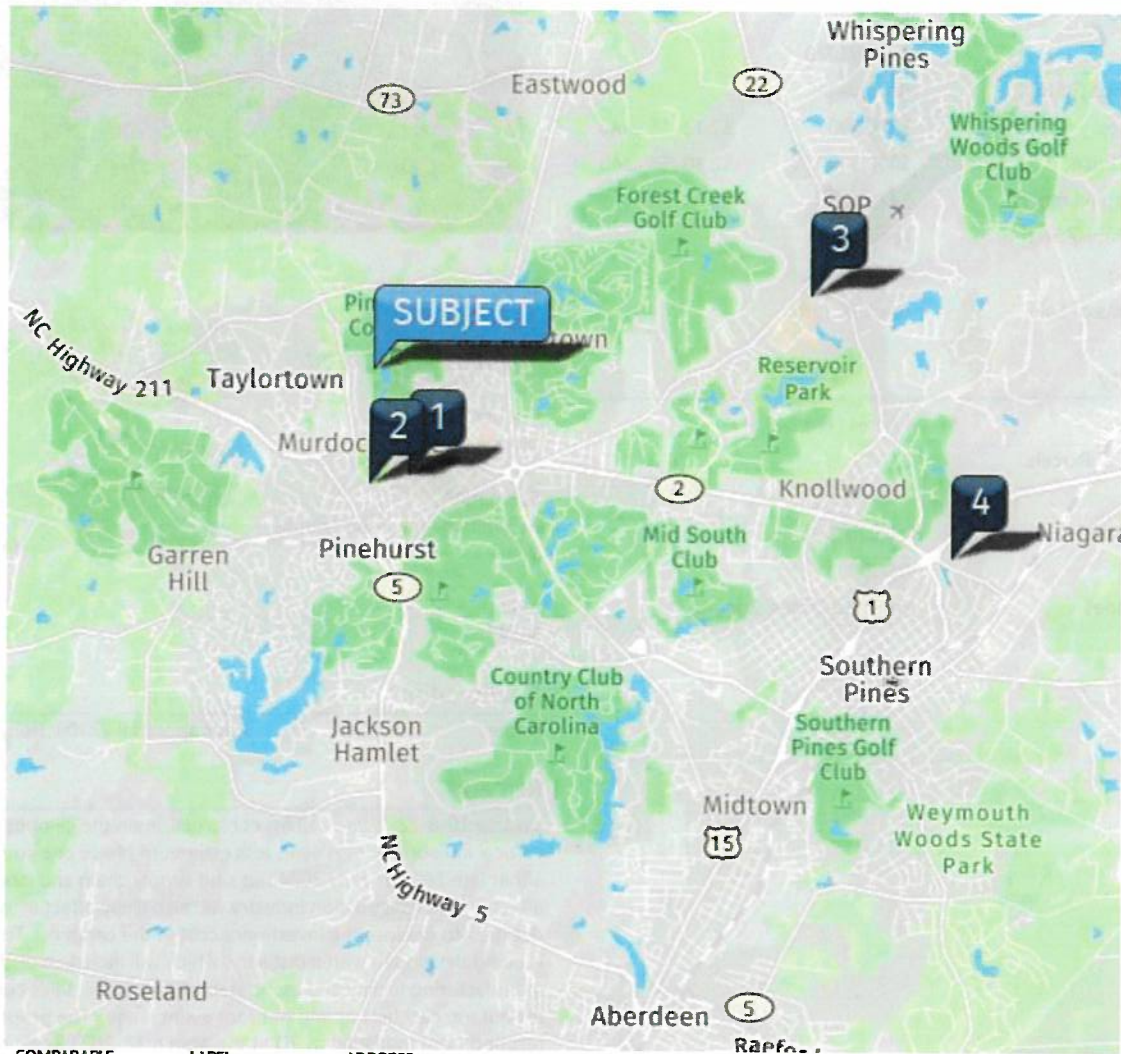
Remarks

Update 10-8-22: "Plans call for construction on the campus to go vertical in February next year. Jess estimated phase one completing either late 2023 or early 2024 but said supply chain and labor issues affecting the construction industry will also likely affect BHAWK. She declined to disclose the investment cost in the campus. This property is being developed with a distillery, which will include a distilled spirits manufacturing facility and associated offices, retail, sales and supplies, restaurant, cocktail bar and outdoor event stage. The property was rezoned from Industrial to PD at the March 22, 2021 Town of Southern Pines work session. The property owner has also been granted a Conditional Development Permit for the proposed development plan. The property is bisected by an 8' sewer line and is adjacent to existing water lines, a 12' line on Yadkin Road and an 8' on Trumble Plant Road. The property has access to electrical, gas, telephone and cable services and will not require any utility extensions. Of the 15.041-acre site, only 4.0+/- acres are being developed with improvements due to the wetlands and Brownfield Development Agreement as a result of contamination by the adjacent property. The property is identified as a Brownfields Property per the Notice filed in Deed Book 5725, Page 527 of the Moore County Register of Deeds. This is a result of contaminants from the adjacent former Proctor Silex property that contaminated a

An Appraisal of 105 & 111 Power Plant Road, Pinehurst, NC 28374

portion of the property. As a result, it is subject to land use restrictions. The property owners paid a \$30,000 Redevelopment Now fee to seek a brownfield development agreement? which could be likened to an entitlement that is attached to the property. As a result, the property has a conditional use permit for an approved development plan that is proposed to be developed in four phases over a 10-year period.

Location Map



COMPARABLE	LABEL	ADDRESS	MILES FROM SUBJECT
COMPARABLE 1	1	24 Rattlesnake Trail, Pinehurst, NC, 28374	1.0
COMPARABLE 2	2	205 McCaskill Road East, Pinehurst, NC, 28374	1.0
COMPARABLE 3	3	3141 Airport Road, Southern Pines, NC, 28387	4.0
COMPARABLE 4	4	175 Yadkin Road, Southern Pines, NC, 28387	5.5

An Appraisal of 105 & 111 Power Plant Road, Pinehurst, NC 28374

LAND SALES COMPARISON TABLE										
	SUBJECT	COMP 1			COMP 2		COMP 3		COMP 4	
Name	Moore County Municipal Site	Atlas Inspections			Greens at Pinehurst		Ace		American Whiskey Distillery	
Address	105 & 111 Power Plant Road	24 Rattlesnake Trail			205 McCaskill Road East		3141 Airport Road		175 Yadkin Road	
City	Pinehurst	Pinehurst			Pinehurst		Southern Pines		Southern Pines	
State	NC	NC			NC		NC		NC	
Zip	28374	28374			28374		28387		28387	
SALE INFORMATION										
Transaction Price		\$128,000			\$900,000		\$1,950,000		\$370,000	
Transaction Price \$/SF		\$10.49			\$7.28		\$4.67		\$2.12	
Property Rights ¹		Fee Simple			Fee Simple		Fee Simple		Fee Simple	
Financing ²		Cash to seller			Cash to seller		Cash to seller		Cash to seller	
Sale Conditions ³		Arm's-length			Arm's-length		Arm's-length		Arm's-length	
Expenditures After Sale ⁴					-		-		\$30,000 8.1%	
Market Condition		12/30/2022	8/12/2021	14%	7/29/2022	4%	11/22/2021	11%	11/23/2020	21%
Total Transactional Adjustments		\$1.45 24%			\$0.31 4%		\$0.52 11%		\$0.66 31%	
Adjusted \$/SF		\$11.94			\$7.59		\$5.19		\$2.78	
PHYSICAL INFORMATION										
Acres	1.5800	0.2800 (20%)			2.8400 10%		9.5900 30%		4.0000 10%	
Location	Good	Good			Good		Average 10%		Below Average 15%	
Access	Average	Average			Average		Average		Average	
Shape	Irregular	Rectangular			Rectangular		Rectangular		Rectangular	
Zoning	VMU	VMU-CD			VMU-CD		PD		I 10%	
Topography	Gently sloping	Level			Gently sloping		Gently sloping		Strongly sloping 10%	
Utilities	Water & sewer	Water & sewer			Water & sewer		Water, no sewer 10%		Water & sewer	
Total Physical Adjustments		(\$2.39) (20%)			\$0.76 10%		\$2.60 50%		\$1.25 45%	
Adjusted \$/SF		\$9.55			\$8.35		\$7.79		\$4.03	

Date of sale adjustments are based on a 10% annual appreciation observed in the market. Sale 1 is significantly smaller, but proximate, with similar surrounding property types. Sale 3 is similar in zoning, but larger. Sale 4 is located in an adjacent town, but with similar development potential in comparison to the subject. (The analysis of Sale 4 is based on the net usable site size). Sales 1 and 2 require the least in gross adjustments and are given greatest consideration in forming an opinion of market value for the subject property. Based on the analysis above, our opinion of market value for the subject property is \$8.50 per sq. ft. (68,825-sq. ft.) or \$585,000, rounded.

In order for the land to be developed to its highest and best use, the structures must be removed. The most recent demolition estimate dated March 9, 2020 from D.H. Griffin is \$200,000. We have compared demolition costs from March of 2020 to December of 2022 using Marshall Swift Valuation data as well as that in our own files. A 25% increase is documented, which we have applied to the \$200,000 estimate

An Appraisal of 105 & 111 Power Plant Road, Pinehurst, NC 28374

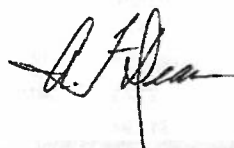
for a revised estimate of \$250,000. Therefore, the final opinion of market value is \$585,000, less estimated demolition of \$250,000 or \$335,000.

As a result of the investigations and analyses, it is our opinion that the market value for the subject property, *in fee simple estate*, as of the effective date of December 30, 2022, was:

Three Hundred Thirty-Five Thousand Dollars
(\$335,000)



Elizabeth Ann Giri
North Carolina State-Certified
General Real Estate Appraiser
Certificate No. A7964



A. Franklin Dean, MAI
North Carolina State-Certified
General Real Estate Appraiser
Certificate No. A5221

ASSUMPTIONS AND LIMITING CONDITIONS:

1. This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice. As such, it does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report is included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property of subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the specific purpose of this report.
12. It is assumed that the utilization of land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such hazardous substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or

other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no loss in value unless otherwise stated in this report. No responsibility is assumed for environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, and other media without prior written consent and approval of the appraiser.

Certification

We certify that to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and we have no personal interest or bias with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. We both made a personal site visit to the property that is the subject of this report.
8. No one provided significant professional assistance to the persons signing this report, at the request of the owner and as directed by the client.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics of the Appraisal Institute* and the *Uniform Standards of Professional Appraisal Practice*.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. We have performed appraisal services on this property within the three years prior to accepting this assignment, specifically January of 2020 for the County of Moore.
12. As of the date of this report, Elizabeth A. Giri has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.
13. As of the date of this report, A. Franklin Dean has completed the Standards and Ethics Education Requirements for Designated Members of the Appraisal Institute.
14. We have not based, either partially or completely, our analysis and/or value estimate on the race, color, religion, sex, handicap, familial status, health or national origin of the present or prospective owners, occupants or users of the subject or properties in the vicinity.



Elizabeth Ann Giri
North Carolina State-Certified
General Real Estate Appraiser
Certificate No. A7964



A. Franklin Dean, MAI
North Carolina State-Certified
General Real Estate Appraiser
Certificate No. A5221

An Appraisal of 105 & 111 Power Plant Road, Pinehurst, NC 28374

BOOK PAGE
01556 00098

Drafted by: James E. Holshouser, Jr., Attorney at Law
The Sanford Holshouser Law Firm, PLLC
P.O. Box 1227
Pinehurst, North Carolina 28370

OCT 1 11 22 AM '99

MRS. J. H. ADAMS
REGISTRAR
MOORE COUNTY, N.C.

STATE OF NORTH CAROLINA)
COUNTY OF MOORE)

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, made this the 1st day of October, 1999, by and between Moore Water and Sewer Authority (hereinafter called "Grantor"), and Moore County, North Carolina (hereinafter called "Grantee").

WITNESSETH:

The Grantor, for valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, and subject to the matters set out below, grants, bargains, sells, and conveys unto the Grantee all of the real estate owned by the Grantor, where ever located, and including all land held by fee simple title, all easements and rights of way, and any other interests it may have in real estate.

Also conveyed herewith are any lines, pumps, meters, valves, and other property which might be considered part of the realty herein conveyed.

As a part of the consideration for this conveyance, Grantee agrees to assume and pay off the balances due on all existing debt of the Grantor.

TO HAVE AND TO HOLD the aforesaid property and all privileges and appurtenances thereunto belonging to the said Grantee in fee simple.

And the Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple, has the right to convey the fee simple title to the same, that title is marketable and free and clear of all encumbrances, except for Deeds of Trust and other matters of record, and that Grantor

TAX ADDRESS
RECORDING \$ 12.00
STAMP
TOTAL \$ 12.00 pd

Holshouser

An Appraisal of 105 & 111 Power Plant Road, Pinehurst, NC 28374

BOOK PAGE
01556 00099

will warrant and defend the title against the lawful claims of all persons whomsoever, except as set out herein.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its name by its duly authorized officers, and its seal affix hereunto, the day and year first above written.

MOORE WATER AND SEWER AUTHORITY (SEAL)



BY:

Thomas S. Kees

Thomas S. Kees, Vice-Chairman

Attest:

John F. Glynn
John F. Glynn, Secretary

An Appraisal of 105 & 111 Power Plant Road, Pinehurst, NC 28374

PARID: 00026002 TOWNSHIP: 063 MOORE COUNTY	CITYNAME: CARTHAGE	111 POWER PLANT RD NBHD: 655D ROLL: REAL
--	--------------------	--

Parcel

ParID / PIN:	00026002 / 855200977600
Record Type:	REAL
Tax Year:	2022
Tax Jurisdiction:	PH : PH
Township:	06 : MINERAL SPRINGS

Owner

Account Number:	59859500
Name:	MOORE COUNTY
Mailing Address:	PO BOX 905 CARTHAGE NC 28327 0905

Legal

Physical Address:	111 POWER PLANT RD
Legal Description 1:	GROUND STORAGE FACILITIES
Zoning:	VMU
Plat Cabinet:	
Slide:	

Recorded Transaction

Date	Book	Page	Sale Price	Validity Code
01-OCT-99	1556	98	0	
10-NOV-93	955	173	0	
27-FEB-87	557	708	0	

Description

NBHD Code / Name:	655D :
Class:	EX : EXEMPT/EXCLUDED
Land Use:	E01 : GOVERNMENT (278.1)
Living Units:	0
Topography:	4 : ROLLING
Location:	5 :
Parking:	1 : OFF STREET
Traffic:	:
Utilities:	1 :
Restrictions:	:
Deeded Acres:	
Calculated Acres:	1.31
VC Notice / VC Date:	R : 20-MAR-19

Field Notes

Note:	Number:
FOR 2018 SO 20160018	2
FOR 2013 SO 20120217	1

Valuation

Appraised Land:	128,390
Appraised Building:	159,060
Appraised Total:	287,450
Deferred:	0
Exempts/Excluded:	287,450
Assessed Real:	0
Personal:	
Total Assessed:	0

An Appraisal of 105 & 111 Power Plant Road, Pinehurst, NC 28374

PARID: 00026001
TOWNSHIP: 063
MOORE COUNTY

CITYNAME: CARTHAGE

105 POWER PLANT RD
NBHD: 655
ROLL: REAL

Parcel

ParID / PIN: 00026001 / 855200978546
 Record Type: REAL
 Tax Year: 2022
 Tax Jurisdiction: PH : PH
 Township: 06 : MINERAL SPRINGS

Owner

Account Number: 59859500
 Name: MOORE COUNTY
 Mailing Address: PO BOX 905
 CARTHAGE NC 28327 0905

Legal

Physical Address: 105 POWER PLANT RD
 Legal Description 1: WELL LOT W 8
 Zoning: VMU
 Plat Cabinet:
 Slide:

Recorded Transaction

Date	Book	Page	Sale Price	Validity Code
01-OCT-99	1556	98	0	
10-NOV-93	955	173	0	
27-FEB-87	557	708	0	

Description

NBHD Code / Name: 655 :
 Class: EX : EXEMPT/EXCLUDED
 Land Use: E01 : GOVERNMENT (278.1)
 Living Units: 0
 Topography: 1 : LEVEL
 Location: 5 :
 Parking: 1 : OFF STREET
 Traffic: :
 Utilities: 1 :
 :
 Restrictions: :
 Deeded Acres:
 Calculated Acres: .89
 VC Notice / VC Date: R : 20-MAR-19

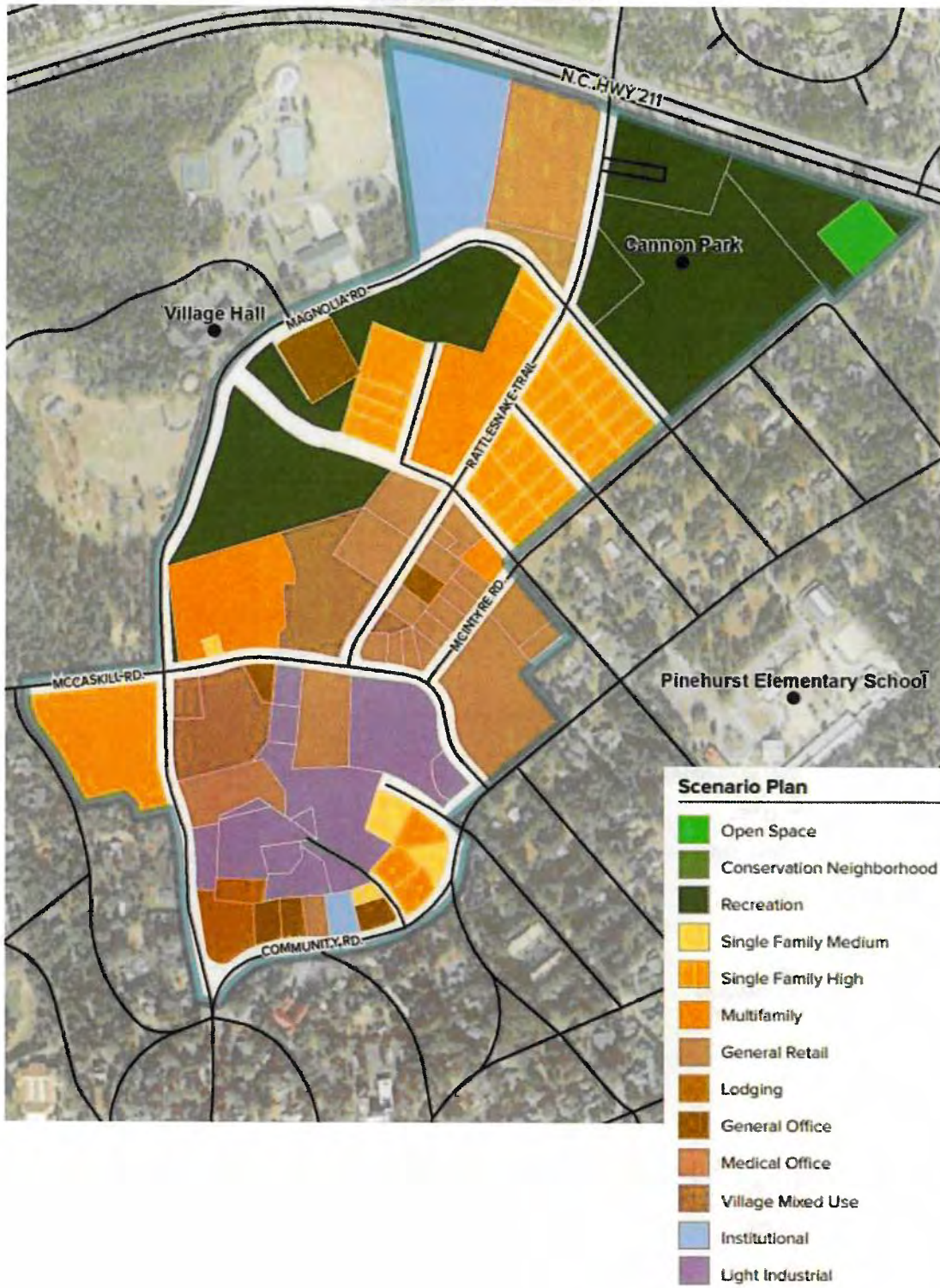
Field Notes

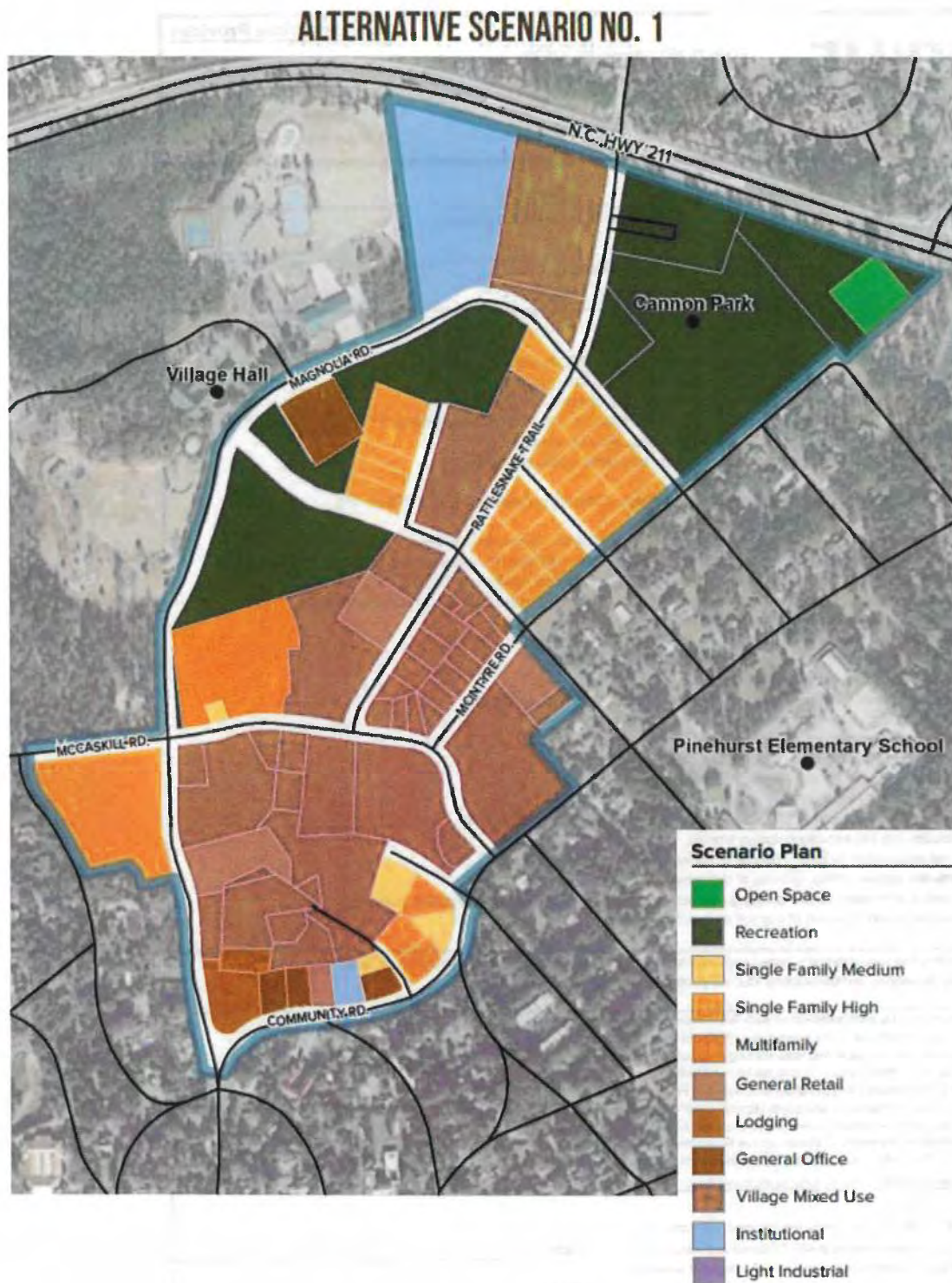
Note:	Number:
FOR 2018 SO 20160018	1

Valuation


Appraised Land: 145,380
 Appraised Building: 2,860
 Appraised Total: 148,240
 Deferred: 0
 Exempts/Excluded: 148,240
 Assessed Real: 0
 Personal:
 Total Assessed: 0

BUSINESS-AS-USUAL







An Appraisal of 105 & 111 Power Plant Road, Pinehurst, NC 28374

		PO BOX 269 Garner, NC 27529 Phone 919-800-9532 James@prime-demolition.com Prime-demolition.com		Services Prime Provides Structural Demolition Selective Demolition Asbestos Abatement Project Planning and Budgeting	
Proposal Submitted to: Andy Wilkinson - Moore County Public Works		Date: 1/23/2020			
Job Location: 105 & 111 Power Plant Rd. Pinehurst		Customer Phone and Email Address:			
Job Name: Moore County - Water Tank Removal		Proposal Number: 20017			
Prime Demolition and Contracting Proposes The Following Scope Of Services:					
<ol style="list-style-type: none"> 1. Provide necessary equipment, labor, insurance, disposal and materials to perform work. 2. Work will be performed in accordance with all Federal, State and Local regulations. 3. Prime Demolition utilized quantities as indicated within the scope of work. 4. Scope of Work BASE BID: Removal of 2 large above ground water tanks. 1,000,000 gallon and 500,000 gallon. <ol style="list-style-type: none"> A. Perform complete demolition of both water tanks, all pads, and all footers. B. Prime will hammer and remove all concrete associated with tanks, pads, and footers. C. Price includes removal and disposal of all concrete. D. Prime will rough grade property to allow for natural drainage. Owner to perform backfill and final grading. E. Prime priced no backfill or final grading. F. Prime assumes both tanks can be demolished during one mobilization. Price break out below if only one tank at a time. G. Perform all work listed above for (\$148,500.00 One Hundred Forty Eight Thousand Five Hundred Dollars) H. Price for just the 1,000,000 SF tank would be \$89,800.00 Eighty Nine Thousand Eight Hundred Dollars I. Price for just the 500,000 Gallon tank would be \$68,800.00 Sixty Eight Thousand Eight Hundred Dollars J. All work would take 3 weeks per tank or 5-6 weeks total. 9. We have made the following assumptions: <ol style="list-style-type: none"> A. Owner / GC will have or coordinate all utility caps. B. Prime demolition will pull all necessary permits. C. Final schedule of work to be negotiated between Prime Demolition and owner/GC D. Prime should have an un-obstructed access to all work areas. E. Prime is not responsible for delays outside of our control. F. Owner or GC to supply temporary services and bathrooms. G. Prime expects all work to be done during one mobilization. 10. We have made the following exclusions: <ol style="list-style-type: none"> A. Prime excludes any site work including backfill, compaction, final grading of property. B. Prime excludes any site security including fencing. C. Prime is not responsible for delays outside of our control. D. Prime excludes asphalt milling, grinding or stripe removal. E. Prime excludes all erosion control including - permits, engineering, silt fence install, and inlet protections. J. Prime excludes import or export of any soil on or off the property. 					
Prime Demolition and Contracting requests that a signed copy of this proposal becomes a part of the Contract Documents. Customer Agrees to Prime Demolition and Contracting, LLC within 30 Calendar Days of Invoiced Date					
Prime Demolition and Contracting, LLC shall complete all work listed above in strict accordance to industry standard practices and procedures. In the event that a change in the scope of work is necessary from the above-detailed proposal, that work will only be completed upon execution of a written change order. Any increase in cost will be in addition to the estimate and customer shall bare all responsibilities for paying the cost increase. Prime Demolition will provide workman's compensation insurance along with General Liability Insurance. Customer agrees to make payments as detailed above. In the event the customer does not make the payments per the proposals requirements, Customer agrees to pay any costs incurred by Prime Demolition Services, LLC to collect debt, additional costs include but not are limited to, costs associated with the debt collection and reasonable attorney's fees.				Name: James London Title: Owner NOTE: This proposal may be withdrawn by us if not accepted within 30 Business Days.	
Acceptance of Proposal - By signing this proposal, the customer agrees to the prices and scope of work detailed above. Customer authorizes the work to proceed per the above conditions and agrees to the payment schedule shown above				Name: _____ Signature: _____	

An Appraisal of 105 & 111 Power Plant Road, Pinehurst, NC 28374

	PROPOSAL D. H. GRIFFIN WRECKING CO., INC. 4716 HILLTOP ROAD, GREENSBORO, NC 27407 PHONE 336-855-7030 FAX 336-632-3047	
PROPOSAL SUBMITTED TO:		DATE:
Andy Wilkison		March 2, 2020
Moore County Public Works		PROJECT NAME/LOCATION:
		Water Tank Demo
		105 and 111 Power Plant Rd., Pinehurst, NC
PHONE: (910) 986-6852	FAX:	EMAIL: awilkison@moorecountync.gov
<p>Based on site inspection and verbal descriptions, D. H. Griffin Wrecking Co., Inc. (DHG) proposes the following scope of services:</p> <ol style="list-style-type: none"> 1. Provide necessary labor, equipment, materials, insurance, etc. to perform work 2. Demolish and dispose of the water tanks located 105 and 111 Power Plant Road in Pinehurst. The slab is priced to be broken up and left in place and footings and foundations are to remain in place. Price is based ingress and egress being made to the tanks. The project must be performed during dry conditions. 3. Dispose of materials off site in accordance with local, state and federal regulations. 4. DHG retains salvage rights to materials under contract. 5. Price excludes utility disconnection, lead based paint remediation; backfill; capping or rerouting; any damage to surrounding areas; or hazardous materials removal including oil, Freon or other refrigerants, asbestos, paint, etc. <p>We propose hereby to perform the work as listed above, in accordance with above specifications, for the BUDGETARY sum of:</p> <p>Two Hundred Thousand Dollars and no/100's (\$200,000.00)</p> <p>Payment to be made as follows: Upon Completion</p> <p>We hereby exclude the following: Relocation and disconnection of utilities, responsibility for locating and marking utilities within the demolition limits; protection of utilities which are not marked within the limits of demolition; shoring and bracing of structures to remain; cost of performance and payment bonds; removal and disposition of any hazardous or asbestos materials except those items, if any, which are described and itemized above, whether concealed or not.</p> <p>All payments are due and payable as noted. Whenever retainage is <u>required</u> to be withheld, upon completion of D.H. Griffin Wrecking Company, Inc.'s (DHG) scope of work (contract or sub-contract) DHG will issue an invoice for work performed and a separate final invoice for retainage. All retainage is to be paid in full no later than ninety (90) days from date of final invoice. The undersigned further agrees to pay to D.H. Griffin Wrecking Company, Inc., a reasonable attorney's fee if the obligation evidenced hereby be collected by an attorney-at-law after maturity. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.</p>		
Authorized Signature:	 James A. Mintz, Project Estimator	NOTE: This proposal may be withdrawn by DHG if not accepted within 30 days.
PLEASE SIGN, DATE AND RETURN ORIGINAL Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.		
Signature	Name and Title	Date of Acceptance

Certificate No. A7964



**North Carolina
Appraisal Board**
ELIZABETH ANN GIRI

having satisfied the North Carolina Appraisal Board regarding the qualifications to practice as a General Real Estate Appraiser in this State and having complied with the requirements prescribed by law, is hereby certified as a

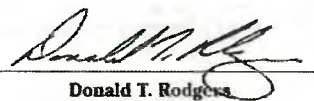
**Certified General
Real Estate Appraiser**

Given under and by virtue of the provisions of Article 1 Chapter 93E of the General Statutes of North Carolina, I hereunto set my hand and seal of the North Carolina Appraisal Board at Raleigh on the date below shown:

This certificate shall expire on the 30th day of June following the date shown below unless renewed prior to expiration.

JUN 10, 2015




Donald T. Rodgers
Executive Director

6/31/09

Certificate No. A5221



North Carolina Appraisal Board

A. FRANKLIN DEAN

having satisfied the North Carolina Appraisal Board regarding the qualifications to practice as a General Real Estate Appraiser in this State and having complied with the requirements prescribed by law, is hereby certified as a


**State-Certified
General Real Estate Appraiser**

Given under and by virtue of the provisions of Article 1 Chapter 93E of the General Statutes of North Carolina, I hereunto set my hand and seal of the North Carolina Appraisal Board at Raleigh on the date below shown:

This certificate shall expire on the 30th day of June following the date shown below unless renewed prior to expiration.

April 24, 2003




A. Melton Black, Jr.
Executive Director

10/16/06

Agenda Item: IX.A.
Meeting Date: 05/16/2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 05/09/2023
SUBJECT: Appointments / Animal Cruelty Investigator

REQUEST:

Reappoint Animal Cruelty Investigator.

BACKGROUND:

Dr. Tony Ioppolo has served as the County's Animal Cruelty Investigator since 2017 and is willing and recommended to continue this service. His current term of service expires May 31.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Dr. Tony Ioppolo as the Animal Cruelty Investigator for a one-year term expiring May 31, 2024.

Agenda Item: IX.B.
Meeting Date: 05/16/2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 05/10/2023
SUBJECT: Appointments / Board of Equalization and Review

REQUEST:

Appoint new alternate member to the Tax Board of Equalization and Review.

BACKGROUND:

Mr. Matthew Wimberly has been recommended to serve as an alternate member of the Board of Equalization and Review.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint Matthew Wimberly as an alternate member of the Tax Board of Equalization and Review for a three-year term.